

# PECO Energy Company

## ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

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### COMPANY OFFICE LOCATION

2301 Market Street

Philadelphia, Pennsylvania 19101

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Issued: February 2, 2004

Effective: April 2, 2004

**ISSUED BY: D. P. O'BRIEN - President  
PECO Energy Distribution Company  
2301 MARKET STREET  
PHILADELPHIA, PA. 19101**

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# NOTICE.

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**LIST OF CHANGES MADE BY THIS SUPPLEMENT**

**Title Page-**D. P. O'Brien replaces K. G. Lawrence as the officer responsible for the issuance of the tariff to reflect a change in the Company's management structure.

**Definition of Terms and Explanation of Abbreviations-(1<sup>st</sup> Revised Page No. 5)-**  
Corrected abbreviation of Electronic Data Interchange from EDC to EDI.

**Definition of Terms and Explanation of Abbreviations-(2nd Revised Page No. 7)-**  
Added abbreviation (UFE) to Unaccounted For Energy definition.

**Section 4. Coordination Obligations, 4.11 Communication Requirements-(1st Revised Page No. 14)-** Change of internet browser requirements.

**Section 4. Coordination Obligations, 4.14 Data Exchange-(1st Revised Page Nos. 14, 15 and 16)-** Referring suppliers to official Electronic Data Exchange Working Group Revised Plan.

**Section 5. Direct Access Procedures, 5.1.2 Provision of Customer Lists-(2nd Revised Page No. 17)-** Change "billed" to "registered" demand.

**Section 5. Direct Access Procedures, 5.1.3(a) Data Exchange-(2nd Revised Page No. 17)-** Deleted the word "enrolled".

**Section 5. Direct Access Procedures, 5.1.3(a) Data Exchange-(2nd Revised Page No. 18)-** Phone numbers are removed; twelve months of usage is added; mailing address is changed to billing address; rate classes, rate codes and strata are summarized; average monthly kWh is excluded; and billing demand is changed to registered demand. In addition, meter use code and delivery date are excluded.

**Section 5. Direct Access Procedures, 5.1.3(b) Data Exchange-(2nd Revised Page No. 18)-** Deleted the word "enrolled".

**Section 5. Direct Access Procedures, 5.2 Initial EGS Selection for 1998-(1st Revised Page Nos. 19 and 20)-** Deleted this section.

**LIST OF CHANGES MADE BY THIS SUPPLEMENT (continued)**

**Section 5. Direct Access Procedures, 5.3.1(b) Switching Among EGSs (or between an EGS and the Company as the Provider-of-Last-Resort), and Initial Selection of an EGS Beginning in January 1999-(1st Revised Page Nos. 20 and 21)-** Deleted this information.

**Section 5. Direct Access Procedures, 5.3.1(c) Switching Among EGSs (or between an EGS and the Company as the Provider-of-Last-Resort), and Initial Selection of an EGS Beginning in January 1999-(1st Revised Page No. 21)-** The first sentence is reworded. Section is renumbered from 5.3.1(c) to 5.3.1(b).

**Section 5. Direct Access Procedures, 5.3.1(d) Switching Among EGSs (or between an EGS and the Company as the Provider-of-Last-Resort), and Initial Selection of an EGS Beginning in January 1999-(1st Revised Page No. 21)-** Section is renumbered from 5.3.1(d) to 5.3.1(c).

**Section 5. Direct Access Procedures, 5.3.4(a) and (b) Switching Among EGSs (or between an EGS and the Company as the Provider-of-Last-Resort), and Initial Selection of an EGS Beginning in January 1999-(1st Revised Page No. 22)-** Removed all references to seamless moves.

**Section 5. Direct Access Procedures, 5.3.5 Switching Among EGSs (or between an EGS and the Company as the Provider-of-Last-Resort), and Initial Selection of an EGS Beginning in January 1999-(1st Revised Page No. 22) –** Removed section.

**Section 6. Load Forecasting, 6.2.5 Partial Service By The Company Prohibited-(1st Revised Page No. 25)-** Deleted this section.

**Section 6. Load Forecasting, 6.2.6.2 Purchase of Energy and Capacity From More than One EGS, Nature of Split Load Service-(1st Revised Page No. 26)-** Remove reference to deleted Section 6.2.5.

**Section 6. Load Forecasting, 6.3.1 Daily Forecasting Process, Business Days and Scheduling Window-(1st Revised Page No. 26)-** Days were updated to match the forecasting schedule.

**LIST OF CHANGES MADE BY THIS SUPPLEMENT**

**Section 6. Load Forecasting, 6.5 Line Losses-(1st Revised Page No. 29)-** Added Rates TL, AL and POL for applicable line loss percentages.

**Section 7. Load Scheduling, 7.2 Rounding to Whole Megawatts-(1st Revised Page No. 30)-** Change from MWs to kW.

**Section 9. Utilization of Scheduling Coordinators, 9.1 Participation Through a Scheduling Coordinator-(1st Revised Page No. 34)-** “Whole megawatt requirements” statement is removed.

**PECO Energy Company Competitive Billing Specifications, Attachment E-Billing Specifications-(1st Revised Page No. 107)-** The matrix is modified and updated.

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### **HOW TO USE LOOSE-LEAF TARIFF**

1. This Tariff is issued on the loose-leaf plan. Each page will be issued as "original page," consecutively numbered, commencing with the title page, which in all cases will be considered as Page No. 1. For example: "Original Page No. 2", "Original Page No. 3," etc.
2. All changes in, additions to, or eliminations from, original pages, will be made by the issue of consecutively numbered supplements to this Tariff and by reprinting the page or pages affected by such change, addition, or elimination. Such supplements will indicate the changes which they effect and will carry a statement of the make-up of the Tariff, as revised. The Table of Contents will be reissued with each supplement.
3. When a page is reprinted the first time, it will be designated under the P.U.C. number as "First Revised Page No....," the second time as "Second Revised Page No....," etc. First revised pages will supersede original pages; second revised pages will supersede first revised pages, etc.
4. When changes or additions to be made require more space than is available, one or more pages will be added to the Tariff, to which the same number will be given with letter affix. For example, if changes were to be made in Original Page No. 2 and, to show the changed matter, more than one page should be required, the new page would be issued as "First Revised Page No. 2, superseding Original Page No. 2"; and the added page would be issued as "Original Page No. 2A." If a second added page should be required, it would be issued as "Original Page No. 2B." Subsequent reprints will be consecutively designated as "First Revised....," "Second Revised....," etc.
5. On receipt of a revised page it will be placed in the Tariff immediately following the page which it supersedes, and the page which is to be superseded thereby plainly marked "See following page for pending revision." On the date when such revised page becomes effective, the page superseded should be removed from the Tariff.

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS**

**Active Load Management** - the process for arranging to have firm load become interruptible in accordance with criteria established by the PJM OI.

**Appropriate Similar Day** - hourly forecasted load comparable based on week day, month, season, and weather.

**Bad Credit** - an EGS has bad credit if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due) or has failed to pay Company invoices when they became due on two or more occasions within the last twelve billing cycles.

**Charge** - any fee or charge that is billable by the Company to an EGS under this Tariff, including any Coordination Services Charge.

**Competition Act** - the Electricity Generation Customer Choice and Competition Act, 66 Pa.C.S. §2801, et seq.

**Competitive Energy Supply** - unbundled energy and/or capacity provided by an Electric Generation Supplier.

**Coordination Activities** - all activities related to the provision of Coordination Services.

**Coordination Obligations** - all obligations identified in Rule 4 of the Tariff, relating to the provision of Coordination Services.

**Coordination Services** - those services that permit the type of interface and coordination between EGSs and the Company in connection with the delivery of Competitive Energy Supply to serve Customers located within the Company's service territory, including: load forecasting, certain scheduling-related functions and reconciliation

**Coordination Services Charges** - all Charges stated in the Charges section of this Tariff that are billed by the Company for Coordination Services performed hereunder.

**PECO Energy Company**

**Coordinated Supplier** - an Electric Generation Supplier that has appointed a Scheduling Coordinator as its designated agent for the purpose of submitting energy schedules to the PJM OI.

**Creditworthy** - a creditworthy EGS pays the Company's charges as and when due and otherwise complies with the Rules and Regulations of this Tariff or the PaPUC. To determine whether an EGS is creditworthy, the Company will evaluate the EGS's record of paying Company charges, and may also take into consideration the EGS's credit.

**Customer** - any person, partnership, association, or corporation receiving Competitive Energy Supply from an Electric Generation Supplier in accordance with the Competition Act.

**Deliver** - to "Deliver" a document or other item under this Tariff shall mean to tender by certified mail, hand delivery, or overnight express package delivery service.

**Direct Access** - "Direct Access" shall have the meaning set forth in the Competition Act.

**EDC Tariff** - the Company's Electric Service Tariff, denominated Electric Pa. P.U.C. No. 3.

**Electric Distribution Company or "EDC"** - a public utility that owns electric distribution facilities. At times, this term is used to refer to the role of the Company as a deliverer of Competitive Energy Supply in a Direct Access environment as contemplated in the Competition Act.

**Electric Generation Supplier or "EGS"** - a supplier of electric generation that has been certified or licensed by the Pennsylvania Public Utility Commission to sell electricity to retail customers within the Commonwealth of Pennsylvania in accordance with the Competition Act.

**Electronic Data Interchange ("EDI")** - The computer to computer exchange of business documents in standard, machine-readable formats. (C)

**EGS Representative** - any officer, director, employee, consultant, contractor, or other agent or representative of an EGS in connection with the EGS's activity solely as an EGS. To the extent an EGS is a division or group of a company, the term EGS

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Representative does not include any person in that company who is not part of the EGS division.

**FERC** - the Federal Energy Regulatory Commission.

**Hourly or Sub-Hourly Metering Equipment** - metering equipment that supplies half-hourly readings of kW and power factor via remote communications, and not metering equipment from which half-hourly or hourly demand readings may be obtained through on-site querying of the metering equipment.

**Interest Index** - an annual interest rate determined by the average of 1-Year Treasury Bills for September, October and November of the previous year.

**Joint Petition for Full Settlement** - The Joint Petition For Full Settlement Of PECO Energy Company's Restructuring Plan And Related Appeals And Application For A Qualified Rate Order And Application For Transfer Of Generation Assets, dated April 29, 1998

**Kilowatt or kW** - unit of measurement of useful power equivalent to 1000 watts.

**Load Serving Entity or "LSE"** - an entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end-users located within the PJM Control Area.

**Locational Marginal Price or "LMP"** - the hourly integrated marginal price to serve load at individual locations throughout PJM, calculated by the PJM OI as specified in the PJM Open Access Transmission Tariff.

**Megawatt or MW** - one thousand kilowatts.

**Meter Read Date** - the date on which the Company schedules a meter to be read for purposes of producing a customer bill in accordance with the regularly scheduled billing cycles of the Company.

**Month** - a month under this Tariff means 1/12 of a year, or the period of approximately 30 days between two regular consecutive readings of the Company's meter or meters installed on the customer's premises.

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**Network Integration Transmission Service Reservation** - a reservation under the PJM Tariff of Network Integration Transmission Service, which allows a transmission customer to integrate and economically dispatch generation resources located at one or more points in the PJM Control Area to serve its Network load therein.

**PaPUC or Commission** - The Pennsylvania Public Utility Commission.

**PJM** - the Pennsylvania-New Jersey-Maryland Interconnection.

**PJM Control Area** - that certain Control Area encompassing systems in Pennsylvania, New Jersey, Maryland, Delaware and the District of Columbia and which is recognized by the North American Electric Reliability Council as the "PJM Control Area."

**PJM eScheduler System** - software program administered by the PJM OI through which energy load schedules may be submitted.

**PJM OI** - the PJM Office of Interconnection, the system operator for the PJM Control Area.

**PJM Tariff** - the PJM Open Access Transmission Tariff on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area.

**Scheduling Coordinator** - an entity that performs one or more of an EGS's Coordination Obligations, including the submission of energy schedules to the PJM OI, and that either is (1) a member of the PJM Interconnection, L.L.C. or (2) is the agent, for scheduling purposes, of one or more Electric Generation Suppliers that are members of the PJM Interconnection, L.L.C.

**Small Business Customer** - A person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

**Tariff** - this Electric Generation Supplier Coordination Tariff.

**The Company** - PECO Energy Company.

**Unaccounted for Energy ("UFE")** - The difference between the actual system load of the Company and the sum of all customer load (EGS and the Company).

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**RULES AND REGULATIONS****1. THE TARIFF**

**1.1 Filing And Posting.** A copy of this Tariff, which comprises the Charges, Rules and Regulations and Riders under which the Company will provide Coordination Services to Electric Generation Suppliers, is on file with the Commission and is posted and open to inspection at the offices of the Company.

**1.2 Revisions.** This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code, and such changes, when effective, shall have the same force as the present Tariff.

**1.3 Application.** The Tariff provisions apply to all EGSs providing Competitive Energy Supply to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Energy Supply, and with whom the Company has executed an Individual Coordination Agreement as required herein. In addition, the Charges herein shall apply to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.

**1.4 Rules And Regulations.** The Rules and Regulations, filed as part of this Tariff, are a part of every Individual Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities, unless specifically modified by a Charge or Rider provision. The obligations imposed on EGSs in the Rules and Regulations apply as well to everyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.

**1.5 Use Of Riders.** The terms governing the supply of Coordination Services under this Tariff or a Charge therein may be modified or amended only by the application of those standard Riders, filed as part of this Tariff.

**1.6 Statement By Agents.** No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

## 2. SCOPE AND PURPOSE OF TARIFF

**2.1 Scope And Purpose Of Tariff.** This Tariff sets forth the basic requirements for interactions and coordination between the Company as the Electric Distribution Company and EGSs necessary for ensuring the delivery of Competitive Energy Supply from EGSs to their Customers commencing on January 1, 1999.

**2.2 Applicability of Terms to Scheduling Coordinators.** As used in this Tariff, the term "EGS" shall apply equally to a Scheduling Coordinator for an EGS's responsibilities and rights properly assigned to that Scheduling Coordinator by the EGS.

**2.3 FERC Jurisdictional Matters.** The inclusion of FERC-jurisdictional matters within the scope of the Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PaPUC. Further, to the extent anything stated herein conflicts or is inconsistent with any provision of the Federal Power Act, or any rule, regulation, order or determination of the FERC under the Federal Power Act, then such FERC rule, regulation, order or determination or provision of the Federal Power Act shall control. To the extent required under any provision of the Federal Power Act, or any rule, regulation, order or determination of the FERC under the Federal Power Act, the Company shall secure, from time to time, all orders, approvals and determinations from the FERC necessary to implement this Tariff.

**3. COMMENCEMENT OF EDC/EGS COORDINATION**

**3.1 Registration for Coordination Services.** An EGS seeking to obtain Coordination Services hereunder must Deliver to the Company a completed registration, consisting of the following:

- (a) an Individual Coordination Agreement, as contained in a Rider hereto, fully executed in triplicate by a duly authorized representative of the EGS;
- (b) written evidence that the EGS is a signatory to the Operating Agreement and Reliability Assurance Agreement of the PJM Interconnection, L.L.C., or their successors, if any;
- (c) the EGS's Pennsylvania sales tax identification number; and
- (d) any registration or processing fee set forth in the Charges section of this Tariff.

**3.2 Incomplete Registrations.** In the event the EGS submits an incomplete registration, the Company shall provide written notice to the EGS of the registration's deficiencies within ten (10) business days after the date of service, as determined under 52 Pa. Code § 1.56, of the registration. An incomplete registration is not ripe for processing by the Company until it is completed by the EGS and Delivered to the Company.

**3.3 Credit Check.** A registration for Coordination Services shall constitute authorization to the Company to conduct a background credit check on the EGS.

**3.4 Processing of Registrations.** The Company shall complete the processing of each registration for Coordination Services within ten (10) business days after the date of service of the registration, as determined under 52 Pa. Code § 1.56, of the completed registration. The Company shall approve all completed registrations unless grounds for rejecting the registration, as defined below, exist.

**3.5 Grounds for Rejecting Registration.** The Company may reject any registration for Coordination Services on any of the following grounds:

- (a) the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company under this Tariff;
- (b) the EGS has failed to comply with credit requirements specified in Rule 12 of the Tariff; and

- (c) the EGS has failed to submit a completed registration within thirty (30) calendar days after the date of service of the registration, as determined under 52 Pa. Code § 1.56, of written notice of the registration's deficiency.

The Company may also petition the PaPUC to reject the registration of an EGS with Bad Credit. The Company need not provide Coordination Services to the EGS pending the PaPUC's review of said Petition unless the EGS has provided security to the Company as provided for in Rule 12.4.

**3.6 Offer of Conditional Acceptance of Registration.** Where grounds for rejection of a registration exist due to an EGS's outstanding and undisputed debts to the Company arising from its previous receipt of Coordination Services from the Company under the Tariff, the Company may offer the affected EGS a conditional acceptance if the EGS pays such debts before it receives Coordination Services. If the EGS rejects the Company's offer of conditional acceptance under this Rule, then its registration for Coordination Services will be deemed rejected.

**3.7 Rejection of Registration.** Upon rejection of any registration, the Company shall provide the affected EGS with written notice of rejection within the time periods set forth in Section 3.4, and shall state the basis for its rejection.

**3.8 Approval of Registration.** Upon its approval of a registration for Coordination Services, or pursuant to an order of the Commission approving a registration, the Company shall execute the Individual Coordination Agreement tendered by the registrant and shall file a copy with the PaPUC, shall provide one to the EGS by Delivering such within the period set forth in Section 3.4 and shall maintain a copy for its own records.

**3.9 Identification Numbers.** Upon its approval of a registration for Coordination Services, the Company will assign to the EGS a supplier identification number to be used in subsequent electronic information exchange between the EGS and the Company. In addition, the Company may also assign to the EGS identification numbers that may be required by PJM in connection with the submission and/or confirmation of load schedules for serving load in the Company's service territory.

**3.10 Commencement of Coordination Services.** Coordination Services shall commence within fifteen days after the Company's acceptance of an EGS's registration for Coordination Services provided that all of the information necessary for the

Company to provide Coordination Services has been provided to the Company and any conditions required under Rule 3.6 have been satisfied by the EGS.

#### 4. COORDINATION OBLIGATIONS

**4.1 Provision of Coordination Services.** The Company shall provide all Coordination Services, as provided herein, necessary for the delivery of an EGS's energy and/or capacity to serve retail access load located within the Company's service territory.

**4.2 Timeliness and Due Diligence.** EGSs shall exercise due diligence in meeting their obligations and deadlines under this Tariff so as to facilitate Direct Access.

**4.3 Duty of Cooperation.** The Company and each EGS will cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this Tariff, the EDC Tariff and the Competition Act.

**4.4 State Licensing.** An EGS must have and maintain in good standing a license from the PaPUC as an authorized EGS.

**4.5 Energy Procurement.** An EGS must make all necessary arrangements for obtaining Competitive Energy Supply in a quantity sufficient to serve its own Customers.

**4.6 PJM Services and Obligations.** An EGS is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Energy Supply to its Customers. In addition, an EGS must satisfy all obligations which are imposed on LSEs in the PJM Control Area.

**4.7 Energy Scheduling.** An EGS must make all necessary arrangements for scheduling the delivery of energy through the PJM OI. The Company shall assist in that process as set forth in Rule 7.

**4.8 Reliability Requirements.** An EGS shall satisfy those reliability requirements issued by the PaPUC, or any other governing reliability council with authority over the EGS, that apply to EGSs.

**4.9 Determination of Load and Location.** The Company and EGS shall coordinate with the PJM OI to determine the magnitude and location of the EGS's actual or projected load, as required by the PJM OI, for the purpose of calculating a Network Integration Transmission Service Reservation, an installed capacity obligation, or other requirements under the PJM Tariff.



**4.10 Supply of Data.** An EGS and the Company shall supply to the other all data, materials or other information specified in this Tariff, or otherwise reasonably required by the EGS or Company in connection with the provision of Coordination Services, in a thorough and timely manner.

**4.11 Communication Requirements.** An EGS must be equipped with the following communications capabilities:

- Internet electronic mail (e-mail), including the capability to receive ASCII file attachments;
- Internet browser (Internet Explorer 5.5 or higher) for access to SUCCESS website and file uploads and downloads; and
- Internet EDI peer-to-peer communication with push and pull capability.

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**4.12 Record Retention.** An EGS and the Company shall comply with all applicable laws and PaPUC rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the PaPUC's regulations.

**4.13 Payment Obligation.** The Company's provision of Coordination Services to an EGS is contingent upon the EGS's payment of all charges provided for in this Tariff.

**4.14 Data Exchange.**

- (a) The Company shall make available to an EGS the information regarding that EGS's Customers via EDI transactions. These transactions will conform to specific standards set forth in the Revised Plan. The Revised Plan was developed by the Electronic Data Exchange Working Group ("EDEWG") that is formally recognized and authorized to maintain such Plan by the Commission.

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- (b) An EGS must notify its Customers that by signing up for Competitive Energy Supply with the EGS, the Customer is consenting to the disclosure by the Company to the EGS of certain basic information about the Customer.

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**4.15 Code of Conduct.** The Interim Code of Conduct contained in the Company's EDC Tariff is incorporated herein by reference.

**4.16 Standards of Conduct and Disclosure for Licensed EGSs.** The Standards of Conduct and Disclosure for Licensees are incorporated herein by reference.

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## **5. DIRECT ACCESS PROCEDURES**

### **5.1 Customer Enrollment**

**5.1.1 Generally.** The selection of Customers eligible to obtain Competitive Energy Supply shall occur in accordance with the Commission's applicable Orders and Regulations.

- **5.1.2 Provision of Customer Lists.** The Company shall provide to all EGSs a complete list of all Customer information in electronic format via the Success website or the successor thereto. Said list shall be provided electronically, without charge, to licensed EGSs on June 1, 2000, and shall be updated on August 1, 2000 and quarterly thereafter, until January 1, 2004, unless the Commission shall make a generic determination (whether by Secretarial Letter, Order, Rule or Regulation) that such program shall continue and, if so, under what terms. In the event, however, that the PECO/Unicom merger is not consummated by February 2, 2001, the Company will provide EGSs no additional lists hereunder, unless and until such time as the merger is consummated or the Commission makes the above-described generic determination, at which point the Company will continue to provide lists pursuant to the terms contained herein. Said list shall include all of the information outlined in Rule 5.1.3(a), below, for Customers that do not restrict the release of Customer information pursuant to applicable Commission Secretarial Letters, Orders, Rules or Regulations. The list shall be updated quarterly and shall include individual monthly electric usage and registered demand data at the customer account level for the most recent (12) twelve month period preceding the respective quarter, for which data is available. The lag time for this data shall not exceed (2) two billing cycles.

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#### **5.1.3 Data Exchange.**

(a) The list of Customers that the Company provides to all EGSs pursuant to Rule 5.1.2, above, shall be posted on the SUCCESS website and shall include, but is not limited to, the following information about customers that have not restricted the release of Customer information.

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- (i) PECO Energy Account Number
- (ii) Billing Route
- (iii) Customer Name
- (iv) Service Address
- (v) Service City
- (vi) Service State Zip

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- (vii) Billing Address (C)
- (viii) Billing City
- (ix) Billing State Zip
- (x) Contact Name (applicable to industrial and large commercial Customers only)
- (xi) Contact Address (applicable to industrial and large commercial Customers only)
- (xii) Contact City, State, Zip (applicable to industrial and large commercial Customers only)
- (xiii) Rate Class
- (xiv) Rate Code
- (xv) Strata
- (xvi) Total kWh
- (xvii) Registered Peak Demand
- (xviii) Load Factor
- (xix) Capacity Obligation

- (xx) 12 Individual Months of registered demand (kW)
- (xxi) 12 Individual Months of Usage (kWh)

(b) The list of Customers that the Company provides to all EGSs pursuant to Rule 5.1.2, above, shall contain the following information about Customers that have restricted the release of load data: (C)

- (i) PECO Energy Account Number
- (ii) Rate Class
- (iii) Customer Name
- (iv) Service Address

(c) Customers who restrict the release of all of their account information shall not be included in the above described customer list.

**5.1.4 Manner of Customer Consent.** An EGS that enrolls a Customer in accordance with Rules 5.1.1 or 5.1.2 of this Tariff must ask the Customer whether the Customer consents to the disclosure to all EGSs by the Company of Customer-specific information. The EGS must retain for the period of time required by Rule 4.12 a record indicating whether the Customer consented to such disclosure. If the record is not itself a hard copy document, but rather an electronic or computer record, the EGS must be able to print or otherwise reproduce the record in hard copy.

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**PECO Energy Company**

**Supplement No. 6 to  
Tariff Electric Pa.P.U.C. No. 1S  
First Revised Page No. 19  
Superseding Original Page No. 19**

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Issued February 2, 2004

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**5.2 THIS SECTION IS NO LONGER APPLICABLE**

**5.3 Switching Among EGSs (or between an EGS and the Company as the Provider-of-Last Resort), and Initial Selection of an EGS Beginning in January 1999.**

As of February 1999, initial EGS selection switching by Customers shall occur in accordance with Commission Orders and the Direct Access Procedures contained in this Tariff and the EDC Tariff.

**5.3.1**

- (a) If a Customer contacts a new EGS to request a change of EGS and the new EGS agrees to serve the Customer, the Customer's new EGS shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of EGS. The authorization may be obtained through direct oral confirmation. It is the EGS's responsibility to maintain evidence of the Customer's written authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.

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(b) Beginning with switch requests received beginning on November 6, 1998, the Company will send the Customer a confirmation letter before the end of the next business day after PECO Energy's receipt of valid notification of a customer switch from the new EGS notifying the Customer of the right to rescind. If the Customer does not contact the Company within 10 days of the date on the confirmation letter, then the Company will process the selection. The selection will be effective as of the next scheduled Meter Read Date and the EGS will become the EGS of record for delivery provided that: (1) the Company has received at least 16 days prior notice from the EGS and all Customer information provided to the Company is accurate and complete; (2) the 10-day waiting period has expired; and (3) the Customer has not contacted the Company to dispute the EGS selection. In such circumstances, the Company will send the new EGS an electronic file, via an EDI transaction, containing information for the new Customers of record for that particular EGS, in accordance with Rule 4.14(a).

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If, during the 10-day waiting period, the Customer elects to rescind its new EGS selection, the Company will notify the rejected EGS of the rescission electronically via an EDI transaction. In the event the Customer rescinds their EGS selection after the 10-day waiting period, the Customer will be required to remain with the selected EGS for a minimum of one billing cycle.

(c) Once the preceding process is complete, the Company will notify the Customer's prior EGS, via an EDI transaction, of the discontinuance of service to the Customer from that prior EGS.

(C)

**5.3.2** If an EGS wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Energy Supply, the Company will only provide such information if the EGS provides to the Company a copy of written documentation indicating that the Customer has authorized the release of Customer information to the EGS.

**5.3.3** If a Customer contacts the Company to request a change of EGS to the Company's tariffed Energy and Capacity Charges for Default PLR Service, the request will be effective as of the next scheduled Meter Read Date and the Company as the Provider-of-Last Resort will become the supplier of record for delivery provided that: the Company has received at least 16 days prior notice from the Customer. Once the

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**PECO Energy Company**

preceding process is complete, the Company will notify the Customer's prior EGS, via and EDI transaction, of the discontinuance of service to the Customer from that prior EGS.

**5.3.4**

(a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's old location. (C)

(b) If a Customer contacts the Company to discontinue electric service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's location. (C)

**5.4 Provisions relating to an EGS's Customers.**

**5.4.1 Arrangements with EGS Customers.** EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PaPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**5.4.2 Transfer of Cost Obligations Between EGSs and Customers.** Nothing in this Tariff is intended to prevent an EGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the EGS's Customer for any charges owed to the Company by the EGS.

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## 6. LOAD FORECASTING

**6.1 Customer Load Forecasting.** The Company, in conjunction with an EGS, shall perform a Customer load forecasting process for each EGS's load requirements which shall estimate an EGS's anticipated aggregate hourly Customer load. The aggregate hourly load forecast shall define the hourly energy requirements for an EGS. Energy will be delivered to the Company's electric distribution system using the PJM power scheduling policies and procedures.

### 6.2 Forecasting Methodology.

**6.2.1 Monthly Metered Customer Forecasts.** For each EGS, the Company will provide hourly load forecasts for Customers with monthly metering equipment, which will establish the hourly supply obligations of the EGS for serving such Customers. The Company has developed and will maintain, based on load survey data, load forecast categories corresponding to the Company's current rate classes and strata within the rate classes identified in the EDC Tariff. The weather-sensitive load curves of these rate classes/usage strata will be the basis for preparing the forecasts for the aggregate of an EGS's monthly metered Customers in each rate class/usage strata, using hourly weather forecast data developed by an independent weather service.

**6.2.2 Hourly Metered Customer Forecasts.** An EGS shall provide hourly load forecasts for their Customers with Hourly or Sub-Hourly Metering Equipment.

**6.2.3 Typical Load Curve Data.** On or before the day of energy scheduling, the Company will make available to EGSs the typical load curves (including weather sensitivity) and all algorithms and data necessary to calculate the hourly forecast for monthly metered Customers. This information will be available on an ongoing basis for an EGS to download from the SUCCESS website and will permit an EGS to develop forecasts for any future period using the same methodology as the Company will use.

**6.2.3.1 Updates to Typical Load Curve Data.** The Company shall review annually its methodology, algorithms and load forecasting results and shall perform additional load studies to update the load curve data as required.

**6.2.4 Right to Aggregate.** EGSs may aggregate their Customers' loads. Such right to aggregate shall not mean that if a Customer of an EGS has multiple PECO Energy accounts, the Customer's PECO Energy charges may be conjunctively billed.

Such right also shall not mean that the PECO Energy charges of an EGS's aggregated Customers may be conjunctively billed.

**6.2.5 THIS SECTION IS NO LONGER APPLICABLE**

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**6.2.6 Purchase of Energy and Capacity from More Than One EGS.**

**6.2.6.1 General Rule.** Customers may choose to be supplied with Competitive Energy Supply from more than one EGS ("Split Load Service"). Customers or their EGSs will be responsible to the Company for any additional costs the Company incurs that result from a Customer obtaining Split Load Service. Where one or more of the EGSs serving the customer fails to fulfill its obligation to provide Competitive Energy Supply, the customer may receive Default PLR Service from the Company. However, in order for the customer to continue to receive service from the customer's other supplying EGS(s), the customer must arrange for a replacement for the non-supplying EGSs by the end of the second full monthly billing cycle after the customer receives notice of the failure to supply. If, by that time, the customer has not replaced the non-supplying EGS(s), the customer must either discontinue receiving service from the Company or receive service from the Company for all its load.

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**6.2.6.2. Nature of Split Load Service.** Split Load Service will be available starting with the first full billing cycle in the Year 2000, following the completion of the phase-in and when Partial Load Service therefore becomes unavailable. Only customers served under Rates HT, PD, EP, and Rate GS customers with Hourly or Sub-Hourly Metering Equipment may receive Split Load Service. A customer who receives Split Load Service must have a lead EGS that will act as a Scheduling Coordinator, as defined herein, for the other EGSs serving the customer.

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### **6.3 Daily Forecasting Process.**

**6.3.1 Business Days and Scheduling Window.** The daily forecasting process shall be performed on each business day. A business day is a weekday excepting Company holidays. The daily forecasting process shall be performed on each business day for a scheduling window consisting of all following days through the next business day.

For example, the daily forecasting process shall be performed Monday through Wednesday (except holidays) for a scheduling window that covers the following day (midnight to midnight). If the following day is a holiday, then the scheduling window shall include the holiday and be extended to include the first business day following the holiday. Similarly, the daily forecasting process shall be performed on Thursday for a scheduling window consisting of the following Friday and Saturday and on Friday for a window consisting of Sunday and Monday. If the Monday is a holiday, then the scheduling window shall include the holiday and extend through the first business day following the holiday.

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The Company shall provide week-ahead hourly forecasts for monthly-metered Customers with each daily forecasting process. Beyond the forecasts required of EGSs hereunder, the EGS may provide week-ahead hourly forecasts for each of its Customers with Hourly or Sub-Hourly Metering Equipment. Forecasts are not final until the business day before those forecasts are to apply.

**6.3.2 Process Description for Forecasting.** The following process shall be followed on each business day:

#### **Step 1:**

The Company will calculate each EGS's load forecast for each monthly metered rate class and strata by multiplying the weather-adjusted load curve for the appropriate day type by the number of an EGS's Customers (including

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Customers of any Coordinated Suppliers that have a designated EGS as their Scheduling Coordinator) in that rate class and strata and adjusting the hourly values upward by an amount necessary to cover line losses based on standard line loss percentages for the Customer class to which each Customer belongs. The Company will post these load forecast values on the SUCCESS website by 7:00 a.m. Eastern Prevailing Time.

***Step 2a:***

By 10:00 a.m. Eastern Prevailing Time of the business day an EGS shall enter, via the SUCCESS website, the load forecast for each of an EGS's hourly metered Customers and for each hourly metered Customer of any Coordinated Suppliers that have a designated EGS as their Scheduling Coordinator. Forecasts for hourly metered Customers should include estimated losses based on Company-furnished loss factors for each rate class.

If an EGS fails to enter a load forecast for any of its required hourly metered Customers by 10:00 a.m. Eastern Prevailing Time the business day before the load forecast is to apply, the Company will use an EGS's previously entered values for an Appropriate Similar Day. If no previous values exist for the Appropriate Similar Day for an hourly metered Customer, the load forecast for that Customer will be set to zero. Such default values shall be binding on an EGS that fails to enter load forecasts as required as if it had entered the values itself.

***Step 2b:***

The Company and the EGS shall seek to reach an agreement as to the load forecasts submitted by an EGS under Step 2a, provided that nothing in this Step 2b shall limit the Company's right to reject a forecast and submit a Company forecast pursuant to Step 3.

**Step 3:**

The Company will accept or reject an EGS load forecast via the SUCCESS website by 11:00 a.m. If the Company's Electric and Gas Choice personnel determine that a forecast is going to be rejected and conditions permit, then an Electric and Gas Choice staff member will attempt to contact an EGS to contact an EGS to explain the reason for rejection and resolve forecast problems. If the reason for rejecting an EGS load forecast values or changes cannot be resolved by 12:00 noon, the scheduling process will continue using the Company forecast values. (C) (C)

**6.4 Real-Time Load Following.** To the extent an EGS has installed and pays for the necessary metering and telecommunications equipment for actual load following, an EGS may follow such Customers' load. To the extent that an EGS's total supply is for such Customers, an EGS shall be obligated to follow such Customers' loads on a real-time basis.

For real-time load following, including interruptible Customers claimed with PJM as Active Load Management, an EGS will have special obligations with respect to both the Company and PJM that must be dealt with on a Customer-by-Customer basis to ensure operational integrity. An EGS and the Company shall work cooperatively to address the technical and operational issues posed by real-time load following as the need arises. The loads of Customers using real-time load following will not be incorporated into an EGS's hourly load forecasts except as required for PJM operation and transmission purposes.

To the extent an EGS's commencement of real-time load following requires modifications of the Company's computer, telemetering, telecommunication, and other systems to enable such activity, the EGS making such request shall be responsible for paying the Company's incremental costs associated with such modifications. The Company shall bill the EGS for any such costs in accordance with Rule 12 of this Tariff.

**6.5 Adequacy of Forecast.** An EGS may provide, at its own discretion, its own forecast for the aggregate requirements of its monthly metered Customers, independent of the Company's forecast. The EGS and the Company shall concur on the compatibility of the forecasting methodology to be used by the EGS. The Company may review, for operational reasons, an EGS's forecast. By executing an Individual Coordination Agreement, an EGS agrees that the Company's load forecast for monthly metered Customers will be used for scheduling and will be adequate for this purpose.

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An EGS's remedies for any claimed deficiency in the Company's forecast for monthly metered Customers shall be limited to either:

1. arranging, at its own expense, for the installation pursuant to PaPUC rules and procedures of Hourly or Sub-Hourly Metering Equipment at Customer's premises in order to permit the Customer to be forecasted, billed and reconciled as an hourly Customer; or
2. entering, at its own expense, into a joint load study with the Company to develop new load curves.

**6.5 Line Losses.** For purposes of forecasting, scheduling and reconciliation in Sections 6-8 of this Tariff the following transmission and distribution line loss percentages will be utilized: For Rates R, RH, RT, OP, GS, SLP, SLS, SLE, TL, AL, and POL, 9.35%; for Rate PD, 7.76%; and for Rates HT and EP, 3.82%. These percentages shall be reduced to the extent that PJM and/or the Company separately charge for line losses, such as for a portion or all of transmission line losses under a FERC jurisdictional tariff.

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## 7. LOAD SCHEDULING

**7.1 Net Load Schedules.** The net load schedule for an EGS shall be equal to the aggregate forecast value for all of the monthly metered and hourly metered Customers of that EGS and any Coordinated Suppliers that have designated the EGS as their Scheduling Coordinator.

**7.2 Rounding to Whole Kilowatts.** So long as the PJM OI or its successor requires the scheduling and delivery of power only in whole kW, the Company will round the aggregate forecast value for each hour to a whole kW value for load scheduling purposes according to the following rules:

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- If the aggregate forecast value for an hour is less than 1.0kW, the value will be rounded to 1.0kW.
- If the aggregate forecast value for an hour is greater than 1.0kW, the value will be rounded downward to the nearest whole kW if the decimal portion is less than 0.5.
- If the aggregate forecast value for an hour is greater than 1.0kW, the value will be rounded upward to the nearest whole kW if the decimal portion is greater than or equal to 0.5.

### 7.3 Daily Load Scheduling Process.

**7.3.1 Uploading Schedules.** The Company will upload the load schedule for the scheduling window to PJM by 12:00 noon Eastern Prevailing Time on each business day using the PJM eScheduler System according to PJM requirements. The schedule uploaded by the Company shall serve as the default schedule, and said default schedule shall be binding on that EGS as if it had confirmed it as is.

**7.3.2 Load Schedule Changes.** An EGS may initiate changes to the load schedule using the PJM eScheduler System. It is the responsibility of an EGS to make any necessary changes and notify the Company via telephone that changes have been made and a general description of the operational reasons for the changes. The Company will make reasonable efforts to review and, if the reason for the changes are determined by the Company to be operationally valid, confirm the load schedule changes using the PJM eScheduler System within one hour of the time that an EGS notifies the Company of the change. In the absence of confirmation by the Company, the prior load schedule value will remain in effect. In light of deadlines imposed by the PJM OI for the submission of load schedule changes, an EGS should initiate any necessary changes and notify the Company well before the cut-off time to increase the likelihood that the changes will be accepted.

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## 8. RECONCILIATION SERVICE

**8.1 General Description.** Reconciliation service accounts for mismatches between an EGS's load schedule (with PJM approved load schedule changes) for serving its Customers and the energy that was actually used by those Customers. This service differs from Energy Imbalance Service – a related service performed exclusively by the PJM OI under the PJM Tariff – in that the latter accounts for differences between an EGS's scheduled energy obligation and the quantity of energy actually delivered by the EGS. Given the absence of universal real-time metering, the calculation of reconciliation quantities must typically occur after the monthly reading of Customers' meters.

**8.2 Billing.** The Company and the EGS will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit EGSs and the Company for oversupplies and undersupplies at an hourly price through the PJM grid accounting system. Effective April 1, 1998, with the implementation of Locational Marginal Pricing within PJM, the oversupplies and undersupplies will be calculated at the LMP as warranted. (C)

**8.3 The Company's Role.** The Company will assist PJM in accounting for reconciliation quantities by (1) collecting all Customer usage data; (2) determining hourly reconciliation quantities for each EGS or Scheduling Coordinator; (3) calculating monthly reconciliation quantities for each EGS or Scheduling Coordinator; and (4) submitting the reconciliation quantities to the PJM OI. The Company also shall provide all algorithms and data necessary for an EGS to independently determine the reconciliation calculations.

**8.4 Meter Data Collection.** Meter data collected by the Company shall be utilized to calculate the quantity of energy actually consumed by an EGS's Customers for a particular reconciliation period. Such collection shall occur at the time of a Customer's monthly meter reading. Thus, in order to measure the energy consumed by all Customers on a particular day, at least one month is required for data collection. (C)

**8.4.1 Monthly Metered Customers.** Data from monthly metered Customers is collected in subsets corresponding to customer billing cycles (billing routes), which close on different days of the month. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to the equivalent hourly usage. Rate class/strata load curves adjusted for actual weather values will be applied to metered usage to derive an estimate for the hour-by-hour usage.

**8.4.2 Hourly Metered Customers.** Data from hourly metered Customers will also be collected by the Company monthly on a billing route basis.

**8.5 Determination of Reconciliation Quantities.**

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**Step 1:**

Monthly-metered Customers' actual usage (the billing usage reported by the Company) will be spread over each hour in the usage period based on each Customer's weather-adjusted hourly usage curve using actual hourly weather data for the usage period. The monthly-metered Customer's weather-adjusted usage by hour will be multiplied by the loss factor determined by Customer rate class to determine the Customer's gross usage by hour.

Each hourly-metered Customer's hourly usage will be multiplied by a loss factor determined by Customer rate class to determine the Customer's gross usage by hour.

**Step 2:**

The gross hourly usage quantity for each Customer will be aggregated by the (C) Company to arrive at a total gross Customer usage quantity by hour for each EGS for use in Step 4 of this Rule 8.5.

**Step 3:**

Unaccounted for energy, the difference between actual system load of the Company and the sum of all customer load (EGS and the Company) as calculated in Step 1 of Rule 8.5, will be calculated on an hourly basis. The unaccounted for energy will be allocated hourly by load ratio share across all monthly load (EGS and the Company). This allocated unaccounted for energy will be algebraically summed into the gross customer usage quantity by hour for each EGS. (C)

**Step 4:**

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The hourly reconciliation quantity for each hour will be calculated by subtracting an EGS's hourly total gross Customer usage quantity, including unaccounted for energy, from the hourly load schedule submitted to PJM for that EGS, including the effect of any confirmed changes to the load schedule entered before the PJM accounting deadline.

**Step 5:**

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The hourly reconciliation quantities will be posted on the SUCCESS website.

**8.6 Monthly Reconciliation.** In accordance with the PJM schedule, the Company will

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compute and post the complete hourly reconciliation quantities for the entire month to the SUCCESS website.

In accordance with the PJM schedule, the Company will also transfer the monthly

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reconciliation quantity to PJM. The Company and the EGS will rely on PJM to calculate the EGS reconciliation dollar amounts for each hour. The Company and the EGS will rely on PJM to include EGS reconciliation dollar amounts in the monthly PJM bills to each EGS or Scheduling Coordinator.

## 9. UTILIZATION OF SCHEDULING COORDINATORS

**9.1 Participation Through a Scheduling Coordinator.** If an EGS chooses not to interact directly with PJM for scheduling purposes an EGS may become a Coordinated Supplier by entering into a business arrangement with another EGS or other person that will act as a Scheduling Coordinator. A Coordinated Supplier may enter into this business arrangement with a Scheduling Coordinator(s) for an individual service such as load scheduling, or for a variety of services encompassing installed capacity, import capability, load scheduling, and reconciliation rights and responsibilities. To the extent it is responsible for the following activities, the Scheduling Coordinator's transmission service obligation, installed capacity obligation, import capability, load scheduling and reconciliation rights and responsibilities shall include its own Customers and the Customers of its Coordinated Suppliers. All actions of the Scheduling Coordinator that relate to one of its Coordinated Suppliers are binding on, and attributable to, said Coordinated Supplier.

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**9.2 Designation of a Scheduling Coordinator.** To designate a Scheduling Coordinator, an EGS must provide the Company with a completed Scheduling Coordinator Designation Form, included as a Rider hereto, fully executed by both the EGS and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between an EGS and a Scheduling Coordinator.

**9.3 Change in or Termination of Scheduling Coordinator.** To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, an EGS shall notify the Company in writing and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the month indicated in the notification letter unless notification is received by the Company less than ten business days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event an EGS ceases using a Scheduling Coordinator, an EGS shall immediately resume the direct performance of all EGS obligations under this Tariff.

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**9.4 Load Scheduling through a Scheduling Coordinator.** Coordinated Suppliers cannot submit individual load schedules to the PJM OI, nor can Coordinated Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as its Coordinated Suppliers.

**9.5 Primary Obligations of A Coordinated Supplier.** Notwithstanding their designations of Scheduling Coordinators, each and every EGS remains primarily responsible for fully satisfying the requirements of this Tariff.

## **10. METERING DATA**

**10.1 Generally.** All metering activities will be in accordance with the Competitive Metering Specifications attached as a rider to this tariff.

## **11. CONFIDENTIALITY OF INFORMATION**

**11.1 Generally.** All Company information available to an EGS in connection with the provision of coordination services, including, but not limited to, load curve data, and information regarding the Company, computer and communications systems shall not be disclosed to third parties without appropriate authorization and/or consent.

**11.2 Customer Information.** The EGS shall keep all Customer-specific information supplied by the Company confidential unless the EGS has the Customer's written authorization to do otherwise.



## 12. PAYMENT AND BILLING

**12.1 Customer Billing by the Company or EGS.** All customer billing by either the Company or an EGS shall be done in accordance with the Competitive Billing Specifications attached as a Rider to this tariff.

**12.2 EGS Payment of Obligations to the Company.** An EGS shall pay all Coordination Services Charges or any other Charge it incurs hereunder in accordance with the following provisions:

**12.2.1 Billing Procedure.** Each month, the Company shall submit an invoice to the EGS for all Coordination Services Charges provided under this Tariff. The invoice may be transmitted to the EGS by any reasonable method requested by the EGS. An EGS shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) days from the date of transmittal of the bill.

**12.2.2 Billing Corrections and Estimated Billings.** Notwithstanding anything stated herein: (1) bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, estimating or other errors for a period for six (6) months from the date of such original monthly billing and (2) the Company shall be entitled to submit estimated bills (subject to correction) in the event the EGS fails to supply necessary information in a timely fashion or other circumstances limit the timely availability of necessary data.

**12.2.3 Manner of Payment.** The EGS may make payments of funds payable to the Company by wire transfer to a bank designated by the Company. The Company may require that an EGS that is not creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding an EGS bill, the EGS must pay the undisputed portion of disputed bills under investigation.

**12.2.4 Late Fee for Unpaid Balances.** If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 2% per month on the unpaid balance.

**12.2.5 EGS Default.** In the event the EGS fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within thirty

(30) calendar days after the Company notifies the EGS to cure such failure, a Default by the EGS shall be deemed to exist. In the event of a billing dispute between the Company and the EGS, the Company will continue to provide service pursuant to the Individual Coordination Agreement and the Tariff as long as the EGS continues to make all payments not in dispute. A billing dispute shall be dealt with promptly in accordance with the dispute resolution procedures set forth below in Rule 18.

**12.3 Billing for Supplier Obligations to Other Parties.** The Company will assume no responsibility for billing between an EGS and PJM, an EGS and any energy source, or a Scheduling Coordinator and any Coordinated Suppliers.

**12.4 Guarantee of Payments.** Before the Company will render service or continue to render service, the Company may require an applicant for Coordination Service or an EGS currently receiving such service that has Bad Credit to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and compliance with the Company's Rules and Regulations. In addition, the Company may require an EGS to post a deposit at any time if the Company determines that the EGS is no longer creditworthy or has Bad Credit. An EGS shall have the right to submit to the Commission for resolution any reasonable dispute regarding such deposit, letter of credit, surety bond or other guarantee sought by the Company if the EGS believes such a requirement is inappropriately based or assessed.

**12.5 Amount of Deposits.** The deposit shall be equal to the value of Coordination Services Charges the Company projects the EGS will incur during the next two billing periods based on that EGS's forecasted load obligation.

**12.6 Return of Deposits.** Deposits secured from an EGS shall either be applied with interest to the EGS's account or returned to the EGS with interest when the EGS becomes creditworthy. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts.

**12.7 Interest on Deposits.** The Company will allow simple interest on cash deposits calculated at the lower of the Interest Index or six (6) percent. Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

**12.8 Credit Information.** In addition to information required otherwise hereunder, an EGS shall be required to provide to the Company such credit information as the Company requires. The Company will report to a national credit bureau the EGS's credit history with the Company.

### 13. WITHDRAWAL BY EGS FROM RETAIL SERVICE

**13.1 Notice of Withdrawal to the Company.** An EGS shall provide electronic notice to the Company in a form specified by the Company of withdrawal by the EGS from retail service in a manner consistent with the PaPUC's rulings in Docket No. 00960890F.0013, and any subsequent applicable PaPUC rulings.

**13.2 Notice to Customers.** An EGS shall provide notice to its Customers of withdrawal by the EGS from retail service in accordance with the PaPUC's rulings in Docket No. 00960890f.0013 and any subsequent applicable PaPUC rulings.

**13.3 Costs for Noncompliance.** An EGS that withdraws from retail service and fails to provide at least ninety (90) days written notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

- (a) mailings by the Company to the EGS's Customers to inform them of the withdrawal and their options;
- (b) non-standard/manual bill calculation and production performed by the Company;
- (c) EGS data transfer responsibilities that must be performed by the Company; and
- (d) charges or penalties imposed on the Company by PJM or other third parties resulting from EGS non-performance.

## **14. EGS'S DISCONTINUANCE OF CUSTOMERS**

**14.1 Notice of Discontinuance to the Company.** An EGS shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuances of service to Customers in a manner consistent with applicable PaPUC rules, said rules to apply to all Customer classes.

**14.2 Notice to Customers.** An EGS shall provide a minimum of 30 days advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with the PaPUC's rulings in Docket No. 00960890f.0013 and any subsequent applicable PaPUC rulings. The application of this Rule 14.2 will, however, be limited to the classes of Customers (Residential and Small Business) to which the referenced PaPUC rulings will apply. With respect to all other classes of Customers, it will be the EGS's responsibility to provide notice to a Customer of its intention to discontinue service in accordance with the EGS's contractual obligations with the Customer.

**14.3 Effective Date of Discontinuance.** Any discontinuance will be effective on a Meter Read Date and in accordance with the EGS switching rules in this Tariff and the EDC Tariff.

## 15. LIABILITY

**15.1 General Limitation on Liability.** The Company shall have no duty or liability with respect to electric energy before it is delivered by an EGS to a point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

**15.2 Limitation On Liability For Service Interruptions And Variations.** The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

**15.3 Additional Limitations On Liability In Connection With Direct Access.** Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to an EGS providing Competitive Energy Supply arising out of or related to a contract or other relationship between an EGS and a Customer of the EGS.

The Company shall implement Customer selection of an EGS consistent with applicable rules of the Commission and shall have no liability to an EGS providing Competitive Energy Supply arising out of or related to switching EGSs, unless the Company is negligent in switching or failing to switch a customer.

**15.4 Company's Indemnification of EGS.** Subject to Rule 15.2, in the event the Company is not able to render continuous, regular, and uninterrupted supply of service due to interruption or service limitations not caused by the EGS, the Company shall hold the EGS harmless for any penalties, fines, or other costs that the Company may incur.

## 16. BREACH OF COORDINATION OBLIGATIONS

**16.1 Breach of Obligations.** The Company or an EGS shall be deemed to be in breach of its Coordination Obligations under the Individual Coordination Agreement and this Tariff upon its failure to observe any material term or condition of this Tariff, including any Rule and Regulation, Charge or Rider thereof.

**16.2 Events of Breach.** A material breach of Coordination Obligations hereunder, as described in Rule 16.1, shall include, but is not limited to, the following:

- (a) a material breach of any Rule or Regulation of the Tariff;
- (b) an EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PaPUC;
- (c) an EGS's failure to make payment of any undisputed Coordination Services Charges in the time prescribed;
- (d) the involuntary bankruptcy/insolvency of the EGS, including but not limited to, the appointment of a receiver, liquidator or trustee of the EGS, or a decree by such a court adjudging the EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the EGS; or
- (e) an EGS's filing of a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or without limiting the generality of the foregoing, an EGS admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

**16.3 Cure and Default.** If either the Company or an EGS materially breaches any of its Coordination Obligations (hereinafter the "Breaching Party"), the other party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Tariff and the Individual Coordination Agreement if: (i) it fails to cure its breach within thirty (30) days after its receipt of such notice; or (ii) the breach cannot be cured within such period and the Breaching Party does not commence action to cure the breach within said period and thereafter diligently pursues such action to completion.

**16.4 Rights Upon Default.** Notwithstanding anything stated herein, upon the occurrence of any Default, the party not in Default shall be entitled to (i) commence an action to require the party in Default to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and (ii) exercise such other rights and remedies as it may have in equity or at law.



## 17. TERMINATION OF INDIVIDUAL COORDINATION AGREEMENT

**17.1 Termination.** An Individual Coordination Agreement will or may be terminated as follows:

(a) **Withdrawal of the EGS from Retail Service.** In the event the EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, the Individual Coordination Agreement between the EGS and the Company shall terminate thirty (30) days following the date on which the EGS has no more active Customers.

(b) **The Company's Termination Rights Upon Default by EGS.** In the event of a Default by the EGS, the Company may terminate the Individual Coordination Agreement between the EGS and the Company by providing written notice to the EGS in Default, without prejudice to any remedies at law or in equity available to the party not in Default by reason of the Default.

**17.2 Effect of Termination.** Termination of Individual Coordination Agreements will have the same effect on an EGS's Customers as the EGS's discontinuance of supply to such Customers described in Rule 23.5 of the EDC Tariff: If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Default PLR Service (as defined in the EDC Tariff) pending its selection of another EGS.

**17.3 Survival of Obligations.** Termination of an Individual Coordination Agreement for any reason shall not relieve the Company or an EGS of any obligation accrued or accruing prior to such termination.

## 18. ALTERNATIVE DISPUTE RESOLUTION

**18.1 Informal Resolution of Disputes.** The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Tariff and/or the conduct of Coordination Activities hereunder. The EGS's point of contact for all information, operations, questions, and problems regarding Coordination Activities shall be the Company's Electric and Gas Choice group and the SUCCESS website. (C)

**18.2 Internal Dispute Resolution Procedures.** Any dispute between the Company and an EGS under this Tariff or Individual Coordination Agreement shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with Section 8 of the Interim Code of Conduct in the EDC Tariff or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

**18.3 External Arbitration Procedures.** If the amount in dispute is \$500,000 or less, the arbitration initiated under the Tariff or any Individual Coordination Agreement shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration the parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds \$500,000, each party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

**18.4 Arbitration Decisions.** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Individual

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Coordination Agreement and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S.A. § 7341. The final decision of the arbitrator must also be filed with FERC and PaPUC, if it affects their respective jurisdictional rates, terms and conditions of service or facilities.

**18.5 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- (a) the cost of the arbitrator chosen by the party to sit on the three member panel and a proportionate share of the cost of the third arbitrator chosen; or
- (b) a proportionate share of the cost of the single arbitrator jointly chosen by the parties.

**18.6 Rights Under The Federal Power Act.** Nothing in this Section shall restrict the rights of any party to file a complaint with FERC under relevant provisions of the Federal Power Act.

**18.7 Rights Under The Pennsylvania Public Utility Code.** Nothing in this Section shall restrict the rights of any party to file a complaint with the Pa PUC under relevant provisions of the Pennsylvania Public Utility Code.

## 19. MISCELLANEOUS

**19.1 Notices.** Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Individual Coordination Agreement. If given by electronic transmission (including fax, telex, telecopy or Internet email), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and an EGS may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.

**19.2 No Prejudice of Rights.** The failure by either the Company or the EGS to enforce any of the terms of this Tariff or any Individual Coordination Agreement shall not be deemed a waiver of the right of either to do so.

**19.3 Gratuities to Employees.** The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.

### 19.4 Assignment.

**19.4.1** An Individual Coordination Agreement hereunder may not be assigned by either the Company or the EGS without (a) any necessary regulatory approval and (b) the consent of the other party, which consent shall not be unreasonably withheld.

**19.4.2** Any assignment occurring in accordance with Rule 19.4.1 hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Individual Coordination Agreement.

**19.5 Governing Law.** To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this Tariff or any Individual Coordination Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

The Tariff or any Individual Coordination Agreement, and the performance of the parties' obligations thereunder, is subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of the Tariff or any Individual Coordination Agreement, FERC, the PaPUC or a court of competent jurisdiction issues an order under which a party hereto believes that its rights, interests and/or expectations under the Agreement are materially affected by said order, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Agreement. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either party may at the close of said thirty (30) day period terminate the Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

19.6 TAX INDEMNIFICATION. If PECO Energy becomes liable under Section 2806(g) or 2809(c) of the Public Utility Code, 66 C.S. §§ 2806(g) and 2809(c), for Pennsylvania state taxes not paid by an Electric Generation Supplier (EGS), the non-compliant EGS shall indemnify PECO Energy for the amount of additional state tax liability imposed upon PECO Energy by the Pennsylvania Department of Revenue due to the failure of the EGS to pay or remit to the Commonwealth the tax imposed on its gross receipts under Section 1101 of the Tax Reform Code of 1971 or Chapter 28 of Title 66.

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**CHARGES**

**TECHNICAL SUPPORT AND ASSISTANCE CHARGE**

**AVAILABILITY/APPLICABILITY**

Technical Support and Assistance is defined as support and assistance that may be provided by the Company to a licensed EGS in connection with questions raised, and research requests, by the EGS in support of its energy supply business. The Company is under no obligation to provide any such support and assistance, with the exception of the services described in the "Conditions" section below. Such support and assistance is categorized in three general areas:

1. Explanation of the Company's communications related to information posted to the SUCCESS website and /or sent via the SAG Internet e-mail address;
2. Manual verification and confirmation of Customer account data beyond the information and messages available through the standard automated process; and
3. Explanation and definition of PECO Energy filings, PUC rulings and FERC orders

Such Technical Support and Assistance may include time spent by Company personnel conducting research in connection with an EGS inquiry.

**TABLE OF CHARGES**

First 10 hours ("Allowed Hours") per month per EGS:

No charge.

Any time beyond Allowed Hours:

\$46/hour

**CONDITIONS**

There will be no time recorded against an EGS's Allowed Hours in connection with inquiries covering required business interactions, specifically:

1. Normal daily forecasting and scheduling;
2. Standard automated processing of EGS data files by the Company;
3. Website availability and access; and
4. Erroneous data communicated by PECO Energy via the SAG Internet address and the SUCCESS website.

**FREQUENTLY ASKED QUESTIONS.** The Company will maintain in the general folder on its SUCCESS website a frequently asked questions ("FAQ") file, which file it will update regularly.

**LOAD DATA SUPPLY CHARGE**

**AVAILABILITY/APPLICABILITY**

PECO Energy will fulfill, with Customer consent only, a request for a Customer's 12-month historic load information for no charge. PECO Energy will provide additional load data information, with Customer consent only, without charge unless such load data information is not available electronically in which event an EGS may pay \$92 per request.

**CONDITION**

No Customer-specific information will be supplied to an EGS before the Company's receipt of a Customer's written, electronic, or telephonic authorization to release such data to such EGS.



**RIDERS**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

- 1.0 This Individual Coordination Agreement (“Agreement”), dated as of \_\_\_\_\_ is entered into, by and between PECO Energy Company (the “Company”) and \_\_\_\_\_ (“EGS”).
- 2.0. The Company agrees to supply, and the EGS agrees to have the Company supply, all “Coordination Services” specified in the Electric Generation Supplier Coordination Tariff (“EGS Coordination Tariff”), including but not limited to load forecasting, load scheduling, and reconciliation services. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Energy Supply to Customers located within the Company’s service territory.
- 3.0 Representations and Warranties.
- (a) The EGS hereby represents, warrants and covenants as follows:
- (i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to LSEs serving Customers located in the

PJM Control Area; and

(ii) The EGS is licensed by the PaPUC to provide Competitive Energy Supply to Customers in Pennsylvania and has and will continue to satisfy all other PaPUC requirements applicable to EGSs.

(b) The Company and the EGS, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:

(i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

(ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.

**PECO Energy Company**

- 4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.
- 5.0 As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the EGS Coordination Tariff.
- 6.0 Coordination Services between the Company and the EGS will commence on \_\_\_\_\_.
- 7.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

To PECO Energy Company:

PECO Energy Company  
2301 Market Street  
Philadelphia , PA 19103  
Attn: \_\_\_\_\_

Title: Manager, Electric and Gas Choice

(C)

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Internet E-Mail: \_\_\_\_\_

To the EGS:

\_\_\_\_\_  
\_\_\_\_\_

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Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Internet E-Mail: \_\_\_\_\_

- 8.0 The EGS Coordination Tariff is incorporated herein by reference and made a part hereof. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the EGS Coordination Tariff.

**IN WITNESS WHEREOF**, and intending to be legally bound thereby, PECO Energy Company and the EGS identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

**PECO ENERGY COMPANY**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_

By: \_\_\_\_\_  
Name Title Date

**SCHEDULING COORDINATOR DESIGNATION FORM**

1.0 This Scheduling Coordinator Designation Form, dated \_\_\_\_\_, is being submitted to PECO Energy Company ( the “Company”) by the following Electric Generation Supplier (“EGS”):

\_\_\_\_\_

2.0 By submitting this form, the EGS hereby notifies the Company that it has appointed the following entity to act as its Scheduling Coordinator in accordance with Rule 9 of the Company’s Electric Generation Supplier Coordination Tariff (the “EGS Coordination Tariff”):

\_\_\_\_\_

3.0. The EGS further notifies the Company that it is designating the person identified in the preceding paragraph as its Scheduling Coordinator for the specific purpose(s) (please check and/or fill in):

\_\_\_\_\_ Load Scheduling

\_\_\_\_\_ Installed Capacity Obligations

\_\_\_\_\_ Import Capability

\_\_\_\_\_ Reconciliation Rights and Responsibilities

\_\_\_\_\_ Other: \_\_\_\_\_

- 4.0. The Company may utilize the Scheduling Coordinator as the sole point of contact with the EGS in connection with the Company's provision of Coordination Services to the EGS. Likewise, the Scheduling Coordinator appointed by the EGS shall be responsible for the performance of all Coordination Obligations of the EGS that are specifically delegated to said Scheduling Coordinator in this Form.
- 5.0 The EGS agrees that the Company may bill the Scheduling Coordinator directly for all Coordination Services Charges attributable to the EGS and that the Scheduling Coordinator will pay the Company such charges on behalf of the EGS in accordance with the terms and conditions in the EGS Coordination Tariff.
- 6.0 The EGS and its appointed Scheduling Coordinator shall comply with all terms and conditions of the EGS Coordination Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.
- 7.0 All inquiries, communications or notices relating to the EGS's use of the Scheduling Coordinator designated above may be directed to the following representatives:

To the EGS:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Internet email: \_\_\_\_\_

To the Scheduling Coordinator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Internet email: \_\_\_\_\_

- 8.0 The EGS Coordination Tariff is incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the EGS Coordination Tariff.
- 9.0 The EGS has executed this designation form below by its duly authorized representative as follows:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



10.0 The EGS has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Scheduling Coordinator:

**Acknowledgment and Consent**

Intending to be legally bound thereby, the duly authorized representative of above-designated Scheduling Coordinator has executed this document below to acknowledge and consent to its appointment as a Scheduling Coordinator, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Scheduling Coordinator Designation Form prepared by the EGS, including the terms and conditions of the EGS Coordination Tariff which is incorporated therein by reference.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PECO Energy Company Competitive Metering Specifications**

Definition and Terms for Advanced Meters and Advanced Meter Services

1. Advanced meters must meet all applicable Pennsylvania Public Utility Commission ("Commission") standards and the "Requirements for Advanced Metering," as attached (Attachment A). For an advanced meter to be deployed ( C ) in the PECO Energy service territory, it must be included in the Commission's Advanced Meter Catalog, and indicated as eligible for deployment in the PECO Energy territory.
2. PECO Energy has the right of physical access to all metering and associated equipment for operational and emergency response purposes.
3. Advanced Meter Services can be defined and divided into two components:
  - a. the installation, removal, and maintenance of the physical meter required on a premise to measure the required variables.
  - b. reading the meter and validating the raw meter outputs and applying, editing, and estimating rules, adding corollary information needed to characterize the customer, and making requested customer information available to authorized parties.
4. A licensed EGS that has received Commission approval to offer Advanced Metering must provide PECO Energy 60-days advanced notice, prior to the EGS offering Advanced Metering to its customers.

Certification Process

1. An EGS may request that the PUC allow that EGS to provide Advanced Meters and Advanced Meter Services in the licensing process. An entity that plans to provide Advanced Meter Services as a subcontractor for an EGS must also request PUC certification for Advanced Meter Services. See Attachment C.
  - a. An EGS that is currently licensed with the PUC, as of April 29, 1998, that proposes to offer Advanced Meters and Advanced Meter Services shall file an amendment to its license to allow it to offer such services.
  - b. An EGS must submit to the PUC proof of its technical fitness to warrant expansion of its license to allow it to offer Advanced Meters and Advanced Meter Services. Such fitness standards will include, but will not

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be limited to, the ability of the EGS and/or its certified subcontractor to adhere to the same metering safety and installation standards and practices imposed upon PECO Energy Company, and the technical ability to transfer data and information according to prescribed standards.

c. A licensed EGS and the Company who currently provide advanced metering in the Commonwealth or elsewhere will be presumed to be fit to provide advanced metering in Pennsylvania and shall file the appropriate documents with the Commission.

d. A licensed EGS that plans to offer Advanced Metering Services to customers for whom it does not furnish supply, may do so through coordination with the EGS or as a subcontractor for the EGS providing supply to the customer. In accordance with the Commission's July 1<sup>st</sup> Order, PECO Energy will work with the supplier community, the OCA and Commission's Bureau of Consumer Services to establish additional standards for unrelated EGS Advanced Metering.

#### Testing/Calibrating of Meters

Testing and calibration of meters must meet all applicable Commission standards. PECO Energy's testing requirements for advanced metering are Attachment B to this document. Enron's testing requirements for advanced metering are Attachment C to this document.

#### Advanced Meter Installation

1. When an EGS desires to provide metering to one of its customers, on request from the EGS, PECO Energy will provide the EGS, without charge, customer characteristics and access requirements for the EGS' customer.
2. An EGS providing advanced metering services who wishes to replace the PECO Energy meter must give notice to PECO Energy at least four-business days prior to the date it proposed to change the meter. Such notice shall be given electronically. Business processes and required data to be exchanged will be defined by July 1, 1998. The transaction shall include the scheduled date that the EGS will change the meter.
3. An EGS providing advanced metering service may arrange for the installation of an advanced meter and the removal of the existing meter. An advanced

meter cannot be installed within four four-business days prior to the customer's regularly scheduled meter reading date or one-business day after the customer's regularly scheduled meter reading date. In the fourth quarter 1999, this time period will be revisited by the parties and PECO Energy will determine whether to modify the timing. PECO Energy will provide 60-days advance notice so that parties that disagree with PECO's decision not to modify the timing may request the Commission to overrule or modify PECO's decision.

4. An EGS installing an advanced meter must comply with all applicable Commission standards and PECO Energy's electric service requirements manuals.

5. PECO Energy will not require removal of an Advanced Meter that meets PECO's required specifications as a condition of a customer's return to PLR service.

6. Transformer rated meter installations.

#### Current Transformers (CT) & Potential Transformers (PT)

- PECO Energy will own all CT & PT installations
- PECO Energy will install and replace all CT's & PT's at the request of an EGS providing metering service
- EGS providing metering service will be responsible for testing all CT's & PT's to ensure accuracy, operability with their meter, and compliance with PUC installation requirements
- EGS providing metering service is responsible for coordinating any customer outages required for changes to the customer's meter, CT's & PT's, or associated equipment

#### Instrument Transformer Wiring

- PECO Energy will own all CT & PT wiring (colors), from the CT & PT up to the meter test switch
  - the "line of demarcation", where PECO Energy's responsibility ends and the responsibility of the EGS providing metering service begins, is at the line-side of the meter test switch
  - the meter test switch itself is considered part of the meter panel and is the responsibility of the EGS providing metering service

- PECO Energy is responsible to connect / disconnect meter wiring from the meter test switch, unless a qualified EGS providing metering service chooses to do so

#### Meter Panels

- PECO Energy will leave existing meter panel in place for use by an EGS providing metering service, if the EGS chooses to use it;
- PECO Energy will not be responsible for replacement, upgrade or alterations to existing meter panels to be used by an EGS providing metering service;
- An EGS providing metering service is responsible for providing and installing the meter panel, if required, for any metering application where a PECO Energy meter panel did not previously exist;
  - The EGS provided meter panel shall be left in-place for use by future meter service providers in instances where no PECO Energy meter panel exists;
- PECO Energy will be permitted to leave existing inactive metering (panel & meter) in place, with the customer's permission, if the panel is not to be used by an EGS providing metering service. This metering may be reactivated if the customer returns to metering service provided by PECO Energy.

#### Metering Credits

- A customer's metering credit is not affected if PECO Energy or any EGS providing metering service leaves the meter panel which they installed in-place for the next metering service provider or if PECO Energy leaves an inactive meter at the premise as described above.
- If an existing or upgraded PECO Energy meter is required for metering a customer's account, the Customer will not receive a metering credit
- PECO Energy's meter must be replaced by the meter of the EGS providing metering service, in order for the customer to receive the applicable metering credit.

## 7. Non-Transformer-Rated Meters

### Meter Panels

- Customer is responsible for meter panel / meter socket for all non-transformer rated meter installations, per PECO Energy's Electric Service Requirements

### Metering Credits

- If an existing or upgraded PECO Energy meter is required for metering a customer's account, the Customer will not receive a metering credit.
- PECO Energy's meter must be replaced by the meter of the EGS providing metering service, in order for the customer to receive the applicable metering credit.

8. Access to customer premise for meter installation and maintenance. The EGS is responsible to obtain access to customer premises or locked rooms within customer premises directly from the customer. PECO Energy will not provide an EGS with customer keys or access to PECO Energy's customer keys in order to gain access to restricted areas within the customer's facility.

9. PECO Energy will provide an EGS with security keys for PECO's barrel lock rings.

### Meter Reading

---

1. An EGS providing advanced metering service may request an adjustment to the meter reading schedule for an account which it meters and select from an existing PECO Energy defined meter reading route. On January 1, 1999, PECO Energy will accommodate EGS specified meter reading schedules for Rates HT, PD and EP. By the end of the second quarter 1999, PECO Energy Company will accommodate EGS specified meter reading schedules for Rate GS and residential rates.

2. All data collected by an EGS providing advanced metering service, which is required by PECO Energy for billing and distribution service operation, shall be

transmitted electronically to PECO Energy pursuant to the Data Transfer Schedule.

3. If PECO Energy is providing the metering service and the EGS is providing the customer with a consolidated EGS bill, all metering data which is required by the EGS for billing shall be transmitted electronically to the EGS pursuant to the Data Transfer Schedule
4. Any authorized party that is providing advanced metering is responsible for the safe installation, maintenance, authorized operation, the accuracy of such advanced metering, and for resolving theft of service issues. In the case of theft of service, the party that discovers a theft of service condition will notify the other party within five-business days.
5. Any party providing advanced metering service is required to keep the most recent 12 months of customer consumption data for each metered customer. Such data must be retained for a period of 36 months. Such data must be released on request to the customer or, if authorized by the customer, to any EGS or to PECO.

#### Dispute Resolution

1. A dispute involving PECO Energy and an EGS shall be handled pursuant to Rule 18 of PECO Energy Company's Electric Generation Supplier Coordination Tariff. The PUC has final adjudication authorization of all disputes.
2. Customer disputes involving advanced meter reading issues shall be handled by the EGS as the entity responsible for the advanced meter. The EGS will coordinate with PECO Energy Company so that a proper investigation is made within the time period defined by 52 Pa. Code §56.151(5) and that the customer is informed of the results of the investigation. PECO Energy shall provide all information needed by the EGS relating to the customer's complaint and must do so within five (5) business days of the EGS's request.

#### Termination of Service to Customers with Competitive Metering Services

1. PECO Energy will maintain responsibility for physically energizing, discontinuing and terminating service to customers.

2. For any account that is metered by an EGS, PECO Energy may terminate service to an account, after proper notice to the customer in accordance with the Commission's regulations and PECO Energy's tariff.
3. At the time a field termination visit is scheduled, PECO Energy will notify the EGS of the scheduled time for such termination visit.



**Attachment A -  
Metering Specifications**

**Requirements For Advanced Metering**

An Advanced Meter Service Provider supplying metering systems for electric distribution customers of the PECO Energy Local Distribution Company (LDC) will comply with the latest version of all applicable standards and codes for providing metering, metering devices, and metering services, including but not limited to the following:

- Applicable parts of the Pennsylvania Code Title 52, Chapter 56 and Chapter 57
- Any other applicable PA PUC guidelines
- All applicable ANSI standards, including specifically:
  - ANSI C12 standards
  - ANSI C57 standards
  - ANSI C2 standards(National Electrical Safety Code)
- National Electric Code standards
- NEMA standards
- PECO Energy Electric Service Requirements
- PECO Energy Requirements for Commercial Electric Service
- OSHA requirements

The performance, accuracy, testing, calibration, and installation of the above mentioned metering systems, including revenue meter, instrument transformers, and any other ancillary devices (e.g., recorders, test switches, relays, etc.), shall comply with all requirements in the Pennsylvania Code, Title 52, Chapter 57, and the latest version of all applicable ANSI C12 standards.

The Advanced Meter Service Provider shall assure that the following specific requirements are met.

**For All Meters:**

- All meters must be tagged/labeled with the name of the EGS, PECO Energy or

subcontractor providing meters for the EGS or PECO.

- All meters are to have a nameplate with values for "CTR", "VTR", "Pkh", and "Multiply by" as applicable.
- Certain invalidated, non-billing data, as mutually agreed upon, will be made available to the non-metering party.
- All meters must be equipped with a visual watt-hour indicator for meter testing. This indicator is to be calibrated to the meter watt-hour constant (Kh).
- For each meter installed by the Advanced Meter Provider, the following shall be provided: accuracy test information, vendor serial number, all metering and billing constants, and any other meter records information as required by the PUC. This data shall be provide by the method agreed upon in the Data Exchange Working Group.
- All meters must comply with ANSI C12.1, ANSI C12.13, ANSI C12.18, and ANSI C12.19, as applicable.
- The Advanced Meter Provider will have a technician present at the customer site to meet PECO Energy technician if PECO Energy exercises its right to test the meter, in lieu of providing meter application programs and passwords.
- All meters shall be tested and maintained as per PUC requirements and ANSI standards.

For Electromechanical Watt-hour Meters:

- The accuracy and form designation of electromechanical watt-hour meters must comply with ANSI C12.1 and ANSI C12.10.
- Electromechanical watt-hour meters may only be used for customers with peak demands of less than 185 kW.

For Solid-state Electricity Meters:

- The accuracy and form designation of solid-state electricity meters must comply with ANSI C12.16 and ANSI C12.20.
- Solid-state electricity meters may be used for any customer, but must be used for customers with peak demands of 185 kW or greater.
- Solid-state electricity meters used for customers with peak demands of 185 kW or greater, must measure reactive power in order to compute the average power factor coincident with the average demand in each half-hour interval as required by PECO's tariff.

- Solid-state electricity meters used for customers with peak demands of 185 kW or greater, must be 0.2 accuracy class.
- Solid-state electricity meters used for customers with peak demands of less than 185 kW, must be 0.2 or 0.5 accuracy class.
- Solid-state electricity meters used with an internal *Transformer Loss Compensation* feature need only to meet ANSI 12.1 accuracy requirements if the same meter meets the above specified accuracy class without the feature.

For Metering Installations:

- Metering Installations shall conform to the metering installation requirements in the PECO Energy Electric Service Requirements manual and the PECO Energy Requirements for Commercial Electric Service manual, however these requirements will not limit the use of the latest technology and will be updated as necessary so as not to preclude the use of such new technology.
- Metering Installations for Self-Contained Meters must have the proper meter socket, “A” base adapter, cabinets, and test blocks as required for the meter form and location of the installation (i.e., indoor vs. outdoor).
- Metering Installations for Transformer-Rated Meters must have the proper meter socket, “A” base adapter, panels, cabinets, and test switches as required for the meter form and location of the installation (i.e., indoor vs. outdoor).
- Metering Installations must comply with ANSI C12.6, ANSI C12.7, ANSI C12.8, ANSI C12.9 and all applicable NEC codes.

**Attachment B -  
Metering Specifications****PECO Energy Local Distribution Company**  
**Installation Test Requirements For Advanced Metering**

An Advanced Meter Service Provider supplying metering systems for electric distribution customers of the PECO Energy Local Distribution Company (LDC) will test all meters and associated devices in compliance with all requirements of the Pennsylvania Code Title 52, Chapter 57, and as specified in the table below. As required by the PA code, meters will be tested when installed, when removed, and during periodic maintenance as prescribed for each type of meter. During installation and periodic in-service maintenance, a full test of all meter system components shall be made as specified below. During removal, only the as-found accuracy tests as described in the PA code are necessary.

	1	2	3	4	5	6	7	8	9	10
Type of Meters/Devices	Voltage Test	Light & Full Load Test	Inductive Load Test	Customer Load Test	Demand Test	Register Verification	Phase Angle Test	Separate Element Check	Burden Test	Communications Test
Self-Contained kWh Meters	X	X	3	3						4
Transformer-Rated kWh Meters	X	X	3	3				X	X	4
Hybrid Meters	X	X	3	3	X	X		X		
Solid State Meters	X	X	3	3	X	X		X		4
Transformer-Rated kVARh Meters	X	X	3	3			X	X	X	4
Multi-Quadrant Meters	X	X	3	3	1	X	3	X	X	4
Solid State Recorders	X				X					4
Mechanical Registers					1	2				
Electronic Registers					1	2				
Pulse Devices					X					
Self-Contained Network Meters	X	3	3	3				3		4
Meter Interface Units (MIUs)	3				3					4

**1** Performed if demand is present. **2** Energy Consumption Investigation is necessary. **3** Performed when deemed necessary. **4** Performed if communications option is present and its proper operation is suspect.

# **Advanced Meter Services Provider Qualifications Document**

**Attachment A – Advanced Meter Services Provider Application Form**

**Application For Advanced Meter  
Services Provider Certificate**

**\*\*\*PLEASE PRINT OR TYPE \*\*\***

1. Name of Person or Entity: \_\_\_\_\_

2. Current Business Address: \_\_\_\_\_

Street Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Registered Service Agent (if a corporation):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Telephone Number : \_\_\_\_\_

1. Insurance Requirement: The Applicant shall maintain, and submit with this application proof of insurance, as described below:
  - a. Worker's Compensation Insurance with required statutory limits.
  - b. Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence, which shall include vehicle liability.
  - c. The Applicant may self-insure for the above coverages if Applicant is approved for self-insurance for worker's compensation or auto insurance under applicable Pennsylvania law.
2. Please attach a detailed description all of the Applicant's current employees' electric meter testing installation, maintenance, repair and removal experience, including their Meter Worker Level. The Applicant must have at least one full time employee who is a Level 2 or Level 3 Meter Worker.
3. Please attach a detailed description of the Applicant's hiring and retention policies with regard to employees providing testing, installation, maintenance, repairing or removing of metering devices, especially with regard to the screening and periodic review of the medical history, job history and record of criminal convictions of any prospective or existing personnel who enter onto customer premises or property. Additionally, attach a detailed description of training programs, procedures and policies regarding testing installation, maintenance, repairing, or removing of electrical meters or metering devices. Applicant's policies must provide that its employees wear uniforms and carry proper identification while on site for installation, maintenance, repairing, or removing of electrical meters or metering devices. If Applicant will also provide incidental or backup meter reading over and beyond routine and maintenance, attach a detailed description of the Applicant's training programs, procedures and policies regarding meter reading. Applicant's policies must provide that its employees wear uniforms and carry proper identification while on site for meter reading.
4. Please attach a detailed description of the educational and training requirements in electrical work and electrical safety that the applicant will require of its employees before they are allowed to install, maintain, repair, or remove electrical meters or metering devices.
5. By submitting this Application, Applicant agrees to comply with any and all of the Advanced Meter Services Provider Standards approved by the Pennsylvania Public Utility Commission, including but not limited to, *Meter Testing, Calibration and Installation* and

*Meter Worker Qualifications.* Failure to comply shall be grounds for the Pennsylvania Public Utility Commission to revoke Advanced Meter Service Provider certification.

6. By submitting this Application, Applicant agrees to comply with any and all of the Advanced Meter Services Provider reporting or filing requirements. Such filings shall include, but not be limited to, Applicant's list of qualified workers due each year to the Pennsylvania Public Utility Commission by January 31.
7. By submitting this Application, Applicant agrees to comply with the safety requirements applicable to metering services as found in the National Electrical Safety Code, ANSI, National Electric Code, and OSHA requirements for electrical metering work.
8. By submitting this Application, Applicant agrees to comply with any and all applicable laws, rules and regulations of the United States. Failure to comply shall be grounds for revoking Applicant's Meter Service Provider Certification.

## **DECLARATION**

I, (print name), \_\_\_\_\_

(print title) \_\_\_\_\_

Declare under the penalty of perjury that the above statements are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

at

\_\_\_\_\_  
(Place of execution)

Signature: \_\_\_\_\_



Note: the verification must be made by an affidavit sworn or affirmed before a notary public.

Return this Application with required attachments to:

**Advanced Meter Services Provider Certification  
Pennsylvania Public Utility Commission**

**Advanced Meter Services Provider**

- I. Advanced Meter Services Provider perform the following services:**
- A. The installation, removal, testing and maintenance of the physical meter required on a premise to measure the required variables.
  - B. Reading the meter and validating the raw meter outputs and applying, editing, and estimating rules, adding corollary information needed to characterize the customer, and making requested customer information available to authorized parties.

**Meter Worker Qualification Requirements  
For Advanced Metering Services**

**I. Introduction**

Three levels of meter worker qualifications are set forth as criteria for meter workers to perform the installation, removal, testing, and maintenance of physical meters within an EDC's service territory. Advanced metering services may be performed, by a electric distribution company (EDC), or an electric generation supplier (EGS), if certified to perform such services. EDC's and EGS's may perform these services through agreements with certified subcontractors.

**II. General**

If the EDC is subcontracting the meter services, then the EDC will ensure the Advanced Meter Services Provider issues to each meter worker or employee, who performs metering work, appropriate identification, indicating the worker's employer and the level of meter work the worker is qualified to perform. This identification must be carried by each meter worker during the performance of work.

If the EGS is subcontracting the meter services then, the EGS will ensure that the Advanced Meter Services Provider issues to each meter worker or employee, who performs metering work, appropriate uniforms and identification, indicating the worker's employer and the Level of meter work the worker is qualified to perform. This identification must be carried by each meter worker during the performance of work.

All meter workers sub-contracted to perform meter services pursuant to this Agreement must have sufficient training to exercise due care for the tasks performed.

### **III. LEVEL DESCRIPTIONS AND REQUIREMENTS**

#### **A. Level 1**

##### **1. Metering Types and Voltages**

This level includes single phase, socket-based meters, and A-Based meters, 300 volts phase-to-phase maximum and does not include transformer rated meters. Communication wiring must be outside of energized meter panels.

## **2. Work to be Performed**

Level 1 Meter Workers can install, remove and replace single-phase, 120/240 volt or 120/208 volt, self-contained meters in standard meter socket's, A-Based configurations in residential-commercial type metering equipment. Connections of communication conductors must be outside the energized meter panels.

## **3. Safety Skills**

- a. Job performance in accordance with employing Advanced Meter Services Provider's procedures and safety rules
- b. Knowledge of hazards of electricity and ability to perform work to avoid electrical hazards
- c. Ability to comply with OSHA requirements and safety codes if applicable
- d. On-site use of personal protective equipment
- e. Ability to comply with ANSI-C2 (National Electric Safety Code)

## **4. Essential Technical Skills**

- a. Understanding of single phase electrical metering
- b. Understanding of electric distribution safety procedures
- c. Ability to identify energy diversion or tampering related to this Level of meter work
- d. Ability to install and remove damaged and undamaged electric meters in this level of meter work
- e. Understanding of meter panel's, socket layouts and configuration of A-Base connections for the metering conditions related to this Level of meter work

- f. Ability to read meters used in this class
- g. Ability to properly use tools appropriate to the work in this class
- h. Ability to connect meter communications external to the meter panel
- i. Ability to initialize meter communication modules -  
not utilizing Type 2 optical ports and meter configuration software

## **5. How Essential Technical and Safety Skills Are Determined**

- a. Advanced Meter Services Providers will develop and implement a program to train their workers to perform Level1 meter work safely and properly.
- b. Employees will be certified by their employers, based on prior experience or, the successful completion of the Advanced Meter Services Provider's training program.
- c. To facilitate agreements for performing meter work in this level, EGSs and EDCs may decide to share training programs, however, it is with the understanding that the appropriate non-disclosure agreements are executed.
- d. EGS and Advanced Meter Services Provider employees currently employed in classifications performing these functions, or within the last three (3) years were previous employed in classifications performing these functions, are considered qualified.
- e. Advanced Meter Services Providers will develop and implement a class room training program (16hrs.) to train their workers to perform Level 1 meter work safely and properly, including a minimum of forty (40) hours of on the job training (OJT) working alongside a meter worker with at least 6 months experience at level 1, 2, or 3.

### **B. Level 2**

#### **1. Metering Types and Voltages**

This Level includes all meter types in Level 1. Level 2, includes single-phase, two-phase, poly-phase, safety socket, standard socket-based meters, A-base, K-base, and transformer rated meters with internal diagnostics up to 600 volts phase to phase. Communication wiring may be routed inside the panel, and work can be in and around energized circuits.

#### **2. Work to be Performed**

In addition to Level 1 Meter Work, Level 2 Meter Workers can install, remove and replace single-phase, network, and poly-phase meters, 600 volt phase to phase maximum. Operate test-bypass facilities in self-contained safety sockets. Communication wiring may be installed inside the panel, and work can be performed in and around energized circuits. On panels without test-bypass facilities, poly-phase meters will not be removed or installed without first disconnecting the customer load.

Further, Level 2 Meter Workers can install, remove and replace all meters consistent with the above, including transformer-rated meters with internal diagnostics (if detected, metering problems with test switches, panel wiring or transformers and transformer wiring will be corrected by a Level 3 Meter Worker). Level 2 Meter Workers may operate test switches, but may not install, alter, maintain or replace wiring between the meter, test switch, test block and associated equipment.

### **3. Safety Skills**

- a. Cumulative including all skills and safety knowledge for Level1
- b. Electrical safety knowledge and work skills appropriate for three-phase metering up to 600V phase-to-phase, including the ability to identify and refer to a Level 3 or higher meter installer services above 600V phase-to-phase prior to performing work in the service equipment, or if voltage rating is not labeled, at the time of initial voltage check.
- c. Ability to perform phase rotation assessments and wiring verification.
- d. Ability to operate test-bypass facilities or test blocks in a self-contained safety socket.
- e. Ability to perform work required to route communication wiring to accommodate meter communications.
- f. Additionally must have the knowledge needed for up to 600 volts, poly-phase, (two-phase and three phase) services and the forms and voltages applicable to Level 2 Meter Work.
- g. Ability to understand, interpret and take appropriate action based on built-in diagnostics of solid state meters.



- h. Ability to work with transformer rated meters and operate test switches of 600 volts or less.
- i. Awareness of instrument transformer operating characteristics including ability of potential transformer to back feed to primary system

**4. Essential Technical Skills**

- a. Cumulative of all Technical skills for Levels 1.
- b. Ability to perform work required to route communication wiring to accommodate meter communications.
- c. Ability to understand, interpret, identify and take appropriate actions based upon built-in diagnostics of solid state meters.
- d. Ability to perform meter accuracy tests in locations other than in the meter socket using semi-automatic meter test equipment at the customer site or in truck mounted equipment.

**5. How Essential Technical and Safety Skills Are Determined**

- a. Advanced Meter Services Providers will develop and implement a class room training program (16hrs.) to train their workers to perform Level 2 meter work safely and properly, including a minimum of forty (40) hours of on the job training ("OJT") working alongside a meter worker with at least 6 months experience at level 2, or 3.
- b. Employees will be certified by their employers, based on successfully completing the MSP's training program.
- c. To facilitate agreements for performing meter work in this level, EGSs and EDCs may decide to share training programs, however, it is with the understanding that the appropriate non-disclosure agreements are executed.
- d. Advanced Meter Services Providers work can be reviewed by the EDC's.

**6. Experience Requirements**

Minimum experience requirements that must be demonstrated prior to qualification for individuals wanting to become a Level 2 Meter Worker.

- a. After 12 months OJT working with a Level 2 or Level 3 meter worker who has at least 6 months experience and upon successfully completing the Advance Meter Services Provider training program a worker may be certified as a Level 2 Meter Worker,

or

- b. If an employee has a two or four year degree in a related subject, then after four (4) months OJT working alongside a Level 2 or Level 3 meter worker with at least six months of experience and upon successful completion of the Advanced Meter Services Provider training program (16hrs.) a worker may be certified as a Level 2 Meter Worker,

or

- c. If entry level experience of any employee is that of a journeyman 16 hr OJT level electrician, journeyman level electric metering worker, or journeyman level line worker (e.g., lineman, troubleman), then upon successful completion of the advance meter services provider training program (16hrs.) the worker may be certified as a Level 2 Meter Worker

**C. Level 3****1. Metering Types and Voltages**

This Level includes all meter types in Levels 1 and 2. Level 3 work includes all metering up to 600V, including transformer rated meters with primary and secondary voltages less than 600V plus the additional skills needed to perform work on metering systems with instrument transformer primary side voltages over 600V. Communication wiring may be behind the panel, and work can be in and around energized circuits.

**2. Work to be Performed**

In addition to Level 1 and 2 Meter Work, Level 3 Meter Workers can install, remove and replace all meters consistent with the above including transformer-rated meters. Complete understanding of operating characteristics of metering transformers and operates test switches. May perform in-field meter accuracy tests, burden test, calibrations and perform all types of meter maintenance and troubleshooting on all meters. Programs and verifies internal programs and software in solid state meters.

### **3. Safety Skills**

- a. Cumulative of all safety skills for Levels 1 and 2.
- b. Ability to recognize and understand electrical hazards and complexities associated with metering switchboards, instrument transformers, testing meters and maintaining meters.
- c. Awareness of instrument transformer operating characteristics including ability of potential transformer to back feed to primary system .

### **4. Essential Technical Skills**

- a. Cumulative of Levels 1 and 2.
- b. Ability to perform work on metering panels.
- c. Ability to understand the operating characteristics of metering transformers and how to operate test switches.
- d. Ability to perform calibration, repair, retrofit, troubleshooting, data collection of electric meters and install, maintain and program advanced metering technologies, including time of use, interval data, real time pricing, remote meter communication, and load control devices.

## **5. How Essential Technical and Safety Skills Are Determined**

- a. Advanced Meter Services Provider's will develop and implement a class room training program (40hrs.) to train their workers to perform Level 3 meter work safely and properly, including a minimum of 6 months of on the job training ("OJT") working alongside a meter worker with at least 6 months experience at level 3.
- b. All workers will be certified by the test process outlined below.
- c. Advanced Meter Services Provider's work can be reviewed by the EDC's.

## **6. Experience Requirements**

- a. All individuals seeking to perform advanced metering services as a Level 3 Meter Worker must successfully pass written and practical (demonstrative) tests. These tests will be administrated by the Advanced Meter Services Provider.
- b. Prerequisites for taking the written and practical tests include demonstrated knowledge or certificate of a state certified apprenticeship training program or a degree in electrical / electronic technology from an accredited institution of higher education and demonstrated experience in at least one of the following areas:
  - 1) minimum of one year experience as a Level 2 Meter Worker, including 6 months OJT with a Level 3 Meter Worker, with at least 6 months experience
  - or
  - 2) In the event a standardized test program created by a professional organization is created and is approved or authorized by the Pennsylvania Public Utility Commission or other appropriate regulatory authority, for certifying Level 3 Meter Worker(or equivalent level) then, any person who passes such test shall be qualified as a Level 3 Meter Worker,
  - or
  - 3) employment as a journeyman metering employee.

**7. Testing and Re-Certification Requirements**

- a. Once an individual takes and passes the Level 3 Meter Worker Test and is otherwise qualified as a Level 3 Meter Worker they are qualified to perform that level of advanced metering work anywhere in Pennsylvania.
- b. If after being qualified a meter worker does not perform metering work for three (3) years or more, re-certification will be required prior to performing that Level of meter work.

**8. Continuing Education**

As part of a Level 3 Meter Worker's ongoing ability to remain qualified the individual must participate in at least twelve (12) hours annually of the Advanced Meter Services Provider's training program regarding technical metering standards, safety related issues, and up-dating of meter software programs and PC skills.

**PECO Energy Company Competitive Billing Specifications**Availability of Competitive Billing Services

1. A licensed EGS must provide PECO Energy at least 60-days advanced notice, prior to the start of the first billing cycle in January 1999, of the billing options it intends to offer to its customers. After January 1999, a licensed EGS must provide at least 60-days advance notice of the billing options it intends to offer or any changes to its existing billing options. An EGS that plans to offer consolidated EGS billing to customers for whom it does not furnish supply may do so through coordination with, or as a subcontractor for, the EGS providing supply to the customer. In accordance with the Commission July 1 Order, PECO Energy will work with the supplier community, the OCA and the Commission's Bureau of Consumer Services to establish additional standards for unrelated EGS consolidated billing.
2. A customer may choose to change his/her billing option. The customer can switch billing options through his/her EGS or through PECO Energy when the customer wishes to return to PLR service. The change will be effective as of the next scheduled meter read date provided that PECO Energy has received at least 16-calendar days prior notice.
3. An EGS is not required to offer consolidated EGS billing in order to participate as a supplier in PECO's service territory.

Billing Service Options*Consolidated EDC Billing*

1. PECO Energy will render a consolidated EDC bill monthly and in accordance with the Public Utility Code and the Commission's regulations (52 Pa. Code §56.1 et seq.)
2. If PECO Energy is providing metering services, PECO Energy will transmit Meter Data (e.g., meter reads, consumption, demand, dates and type of reading) to the EGS. If the EGS is providing advanced metering services, the EGS will transmit Meter Data to PECO.
3. The EGS will calculate its customers' charges and will send its' customers' basic charges including date of billing period, consumption, usage, rate and

resulting calculation ("EGS Charges") to PECO Energy via VAN or Internet protocol. PECO Energy and an EGS may develop, for future consideration, a fee structure to enable PECO Energy to include non-basic EGS charges on a PECO Energy consolidated bill.

4. PECO Energy will provide the EGS up to two lines, each 80 characters in length, on its standard bill for messages directly related to the calculation or understanding of the EGS portion of the bill.
5. PECO Energy and EGSs will transmit Meter Data and billing charges to each other in accordance with the attached interim monthly billing schedule (Attachment E - Data Transfer Schedule.) The Data Transfer Schedule will remain in effect until December 31, 1999. In the fourth quarter 1999, the Data Transfer Schedule will be revisited by PECO Energy and the parties and PECO Energy will determine whether to modify the timing reflecting in the Data Transfer Schedule beyond December 31, 1999 and PECO Energy will provide 60-days advance notice to EGSs before any modification takes effect so that parties that disagree with the discontinuance of the Data Transfer Schedule may request the Commission to overrule or modify PECO's decision.
6. EGS Charges must be received by PECO Energy in accordance with the Data Transfer Schedule.
7. If EGS Charges are not received by PECO Energy in accordance with the Data Transfer Schedule, PECO Energy will place the EGS Charges into the next billing cycle and the delayed EGS Charges will appear on the customer's bill the following month. The customer's bill for the current billing period will state that the EGS Charges for the current billing period are not available. The remittance period for EGS charges will begin when EGS charges actually appear on the bill. Any transactions with EGS charges sent to PECO Energy after the time periods outlined in the Data Transfer Schedule will be rejected and the EGS will need to resubmit data the following month.
8. PECO Energy will collect customer's payments and will process payments in accordance with the Commission's payment priority set forth in Docket No. M-00960890F.001 and Rule 17 of PECO's EDC Tariff.
9. PECO Energy will pay the EGS for amounts owed for all undisputed EGS Charges regardless of whether the customer has paid PECO. An amount is deemed disputed if the customer contacts PECO Energy questioning the

charges on the bill and he/she does not agree with PECO's and/or EGS's position regarding the amount due for EGS charges. If the EGS charges are not in dispute, PECO Energy will remit all applicable monies due the EGS, even if the PECO Energy portion is disputed. A customer's claim of the inability to pay shall not constitute a dispute for purposes of PECO's obligation to pay the EGS its undisputed charges.

10. PECO Energy will pay the EGS in accordance with the following schedule:

- a. Residential Rate Classes (Rates R,RH,RT,OP,CAP) - PECO Energy will send the EGS the amount of its undisputed EGS Charges, regardless of whether the customer has paid PECO, within 25-calendar days from the date of the electronic transmission of the EGS Charges.
- b. Non Residential Rate Classes. - PECO Energy will send the EGS the amount of its undisputed EGS Charges within 20-calendar days from the date of the electronic transmission of the EGS Charges
- c. Payment will not be made to the EGS when EGS Charges are not received by PECO Energy within the specified time period, as explained in paragraph 6 above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges.
- d. PECO Energy will make payments of funds payable to the EGS by ACH with remittance advice to a bank designated by the EGS.

11. Undisputed accounts that are 90 days or three billing cycles overdue, whichever is shorter, will be considered seriously delinquent and, at the request of either the EDC or EGS, will convert to separate EDC/EGS Billing for the next billing cycle commencing sixteen (16) days after receipt of the written request, which may be an electronic notice. The customer will be provided notice at the same time that the EDC/EGS requests the conversion to separate EDC/EGS billing for the next billing cycle.

12. Budget Billing. PECO Energy will provide a budget billing option for EDC and EGS charges.



The following process will apply:

- EGS transmits its CURRENT charges to PECO Energy
- PECO Energy calculates total BUDGET charges and places them on the PECO bill
- PECO Energy sends budget bill to customer
- PECO Energy pays EGS within 25-calendar days for residential rate classes and 20-calendar days for non-residential rate classes for CURRENT charges
- Customer pays PECO Energy for BUDGET charges

General Rules for Budget Billing:

- Under EDC consolidated billing, PECO Energy will calculate the budget bill for the PECO Energy and EGS charges using PECO budgeting protocol.
- PECO reconciliation occurs in month 12 (not necessarily December), or immediately when a customer ends budget billing.
- All rates classes can use the EDC Budget Billing.
- PECO Energy will provide information of a customer's budget status to an EGS when confirming a customer switch.
- An EGS can notify PECO Energy electronically, after receiving customer permission, to change or end the EDC budget billing option.
- The customer will stay on PECO Energy budget billing if no indication is made by the EGS at the time of the customer switch.
- PECO Energy must display actual, budget and budget balance on the bill.

13. PECO Energy Charges and EGS Charges shall be based on the EDC defined meter reading route. An EGS providing advanced metering services may request an adjustment to the meter reading schedule for an account which it meters. The EGS may select another EDC defined meter reading schedule for that account. On January 1, 1999, PECO Energy will accommodate an EGS specified meter reading schedule for Rates HT, PD and EP. By the end of the

second quarter 1999 PECO Energy will accommodate EGS specified meter reading schedules for its remaining rate schedules.

14. Dispute Process.

a. Residential Dispute Process.

1. PECO Energy shall process all disputes in accordance with the Public Utility Code and the Commission regulations (52 Pa. Code 56.1 et. seq.) PECO, as the entity responsible for the consolidated bill, must coordinate with the EGS so that a proper investigation to a customer dispute is conducted and completed within the time period prescribed by 52 Pa Code 56.151(5) and that the customer and the EGS (if the EGS is involved in the dispute) are informed of the results of the investigation. The EGS shall provide all information needed by PECO Energy relating to the customer's dispute and must do so within five (5) business days of PECO's request. Attachment A outlines PECO's customer inquiry and dispute procedure for EDC consolidated billing.

b. Residential Informal Complaints.

1. PECO Energy shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. PECO, as the entity responsible for the consolidated bill, must coordinate with the customer's EGS so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission. Attachment B outlines PECO's informal complaint procedure for EDC consolidated billing.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by PECO, as determined by the Commission, during EDC consolidated billing and the handling of the informal complaint are the responsibility of PECO.

c. Non-Residential Dispute Process.

1. PECO, as the entity responsible for the consolidated bill, will coordinate with the EGS so that the proper investigation is made

and that the customer and the EGS (if the EGS is involved in the dispute) are informed of the results of the investigation. The EGS shall provide all information needed by PECO Energy relating to the customer's complaint and must do so within five (5) business days of PECO's request.

d. Non-Residential Informal Complaints.

1. PECO Energy shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations . PECO, as the entity responsible for the consolidated bill, must coordinate with the customer's EGS so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by PECO, as determined by the Commission, during EDC consolidated billing and the handling of the informal complaint are the responsibility of the EDC.

15. PECO Energy will follow its current credit and collection policies for collections. Outstanding prior balances are not transferred when a customer switches from PECO Energy to an EGS, switches from one EGS to another, switches from an EGS to PLR or when the customer chooses another billing option, unless mutually agreed to by PECO Energy and the individual EGS.

*Consolidated EGS Billing*

1. The EGS will render a consolidated EGS bill monthly and in accordance with the Public Utility Code and the applicable Commission's regulations (52 Pa. Code §56.1 et seq.)
2. If PECO Energy is providing the metering services to the customer, PECO Energy will transmit Meter Data to the EGS. If the EGS is providing advanced metering services to the customer, the EGS will transmit the Meter Data to PECO.

3. PECO Energy will calculate its customers' charges and will send its unbundled charges ("PECO Charges") to the EGS via VAN or Internet protocol.
4. EGS will provide space to enable PUC mandated messages in accordance with Chapter 56.
5. PECO Energy and EGSs will transmit Meter Data and billing charges to each other in accordance with the attached interim monthly billing schedule (Attachment E -Data Transfer Schedule.) The Data Transfer Schedule will remain in effect until December 31, 1999. In the fourth quarter 1999, the Data Transfer Schedule will be revisited by PECO Energy and the parties and PECO Energy will determine whether to modify the timing reflecting in the Data Transfer Schedule beyond December 31, 1999 and PECO Energy will provide 60-days advance notice to EGSs before any modification takes effect so that parties that disagree with the discontinuance of the Data Transfer Schedule may request the Commission to overrule or modify PECO's decision.
6. PECO Charges will be provided to the EGS in accordance with the Data Transfer Schedule.
7. If PECO Charges are not received by the EGS in accordance with the Data Transfer Schedule. The EGS will place the PECO Charges into the next billing cycle and the delayed PECO Charges will appear on the customer's bill the following month. The customer's bill for the current billing period will state that the PECO Charges for the current billing period are not available. The remittance period for EGS charges will begin when EGS charges actually appear on the bill. Any transactions with PECO Charges sent to an EGS after the time periods outlined in the Data Transfer Schedule will be rejected and PECO Energy will need to resubmit data the following month.
8. The EGS will pay PECO Energy for the customer's amounts owed for all undisputed PECO Charges regardless of whether the customer has paid the EGS. An amount is deemed disputed if the customer contacts the EGS questioning the charges on the bill and he/she does not agree with the EGS's and/or PECO's position regarding the amount due for PECO Charges. If PECO Charges are not in dispute, the EGS will remit all applicable monies due PECO Energy, even if the EGS portion is disputed. A customer's claim of an inability to pay shall not constitute a dispute for purposes of the EGS's obligation to pay PECO Energy its undisputed charges.

9. The EGS will pay PECO Energy in accordance with the following schedule:

- a. Residential Rate Classes (Rates R, RH, RT, OP, CAP) - The EGS will send PECO Energy the amount of the undisputed PECO Charges within 25-calendar days from the date of the electronic transmission of the PECO Charges
- b. Non Residential Classes. - The EGS will send the PECO Energy the amount of its undisputed PECO Charges within 20-calendar days from the date of the electronic transmission of the PECO Charges.
- c. Payment will not be made to PECO Energy when PECO Charges are not received by the EGS within the specified time period, as explained in paragraph 6 above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges.
- d. The EGS will make payments of funds payable to PECO Energy by ACH with remittance advice to a bank designated by PECO.

10. Budget Billing. The EGS will include on its bill the budget amount for PECO Energy customers who choose the budget billing option offered by PECO. The following process will apply:

If the EGS does not offer its own budget bill (and the Commission waives any applicable requirement):

- PECO Energy will transmit its BUDGET charges (including previous balance and current actual) to the EGS
- EGS places PECO BUDGET charges on the EGS bill
- EGS sends bill to customer
- EGS pays PECO Energy within 25-calendar days for residential rate classes and 20-calendar days for non-residential rate classes for BUDGET charges
- Customer pays EGS for PECO BUDGET charges

Month 12 Process:

- PECO Energy transmits the previous balance (credit or debit) plus CURRENT charges

- EGS places PECO CURRENT charges on the EGS bill
- EGS sends bill to customer
- EGS pays PECO Energy within 25-calendar days for residential rate classes and 20-calendar days for non-residential rate classes for BUDGET balance and CURRENT charges
- Customer pays EGS for BUDGET and CURRENT charges

If the EGS offers its own budget the following process will apply:

- PECO Energy transmits its CURRENT charges to EGS
- EGS calculates total BUDGET charges and places them on the EGS bill
- EGS send bill to customer
- EGS pays PECO Energy within 25-calendar days for residential customers and 20 days for non-residential customers for CURRENT charges
- Customer pays EGS for BUDGET charges.

General Rules for Budget Billing:

- An EGS can either (a) place the PECO budget amount on the EGS bill, or (b) place PECO Energy actual amount on the EGS bill, if the customer does not want the budget billing option, or (c) offer its own budget billing service and calculate budget bill for PECO Energy and EGS charges using an EGS budgeting protocol. The EGS must display PECO Energy actual charges and the EGS must pay PECO Energy for its budget charges for the period that the customer is on budget billing, and the current and unpaid budget balance charges for the "true-up month."
- An EGS can notify PECO Energy electronically, after receiving customer permission, to change or end the PECO Energy budget billing option.

11. PECO Energy Charges and EGS Charges shall be based on the EDC defined meter reading route. An EGS providing advanced metering services may requests an adjustment to the meter reading schedule for an account which it meters. The EGS may select another EDC defined meter reading schedule for that account. On January 1, 1999, PECO Energy will accommodate an EGS specified meter reading schedule for Rates HT, PD and EP. By the end of the

second quarter 1999 PECO Energy will accommodate EGS specified meter reading schedules for its remaining rate classes.

12. Disputes.

a. Residential Disputes.

1. The EGS shall process all complaints in accordance with the Public Utility Code and the Commission regulations (52 Pa. Code 56.1 et. seq.) The EGS, as the entity responsible for the consolidated bill, must coordinate with PECO Energy so that a proper investigation to a customer dispute is conducted and completed within the time period prescribed by 52 Pa. Code 56.151(5) and that the customer and PECO Energy (if PECO Energy is involved in the dispute) are informed of the results of the investigation. PECO Energy shall provide all information needed by the EGS relating to the customer's dispute and must do so within five (5) business days of the EGS request. Attachment C outlines the EGS's customer inquiry and dispute procedure for EGS consolidated billing.

b. Residential Informal Complaints.

1. The EGS shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. The EGS, as the entity responsible for the consolidated bill, must coordinate with PECO Energy so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission. PECO Energy will provide the EGS, to the extent it has the data, information relating to the customer's previous EGSs during the previous two years to assist the EGS in providing the Commission required two year billing history. Attachment D outlines the EGS informal complaint procedure for EGS consolidated billing.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by the EGS, as determined by the Commission, during EGS consolidated billing and the handling of the informal complaint are the responsibility of the EGS.

c. Non-Residential Dispute Process.

1. The EGS, as the entity responsible for the consolidated bill, will coordinate with PECO Energy so that the proper investigation is made and that the customer and PECO Energy (if PECO Energy is involved in the dispute) are informed of the results of the investigation. PECO Energy shall provide all information needed by the EGS, relating to the customer's complaint and must do so within five (5) business days of the EGS's request.

d. Non-Residential Informal Complaints.

1. The EGS shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. The EGS, as the entity responsible for the consolidated bill, must coordinate with PECO Energy so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission. PECO Energy will provide the EGS, to the extent it has the data, information relating to the customer's previous EGSs during the previous two years to assist the EGS in providing the Commission required two year billing history. Attachment D outlines the EGS informal complaint procedure for EGS consolidated billing.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by the EGS, as determined by the Commission, during EGS consolidated billing and the handling of the informal complaint are the responsibility of the EGS.

13. The EGS will follow credit and collection policies in compliance with the applicable Commission regulations. Outstanding balances are not transferred when a customer switches from the EGS to PECO, switches from one EGS to another or when the customer chooses another billing option, unless mutually agreed to by PECO Energy and the individual EGS.



*Separate EDC/EGS Billing*

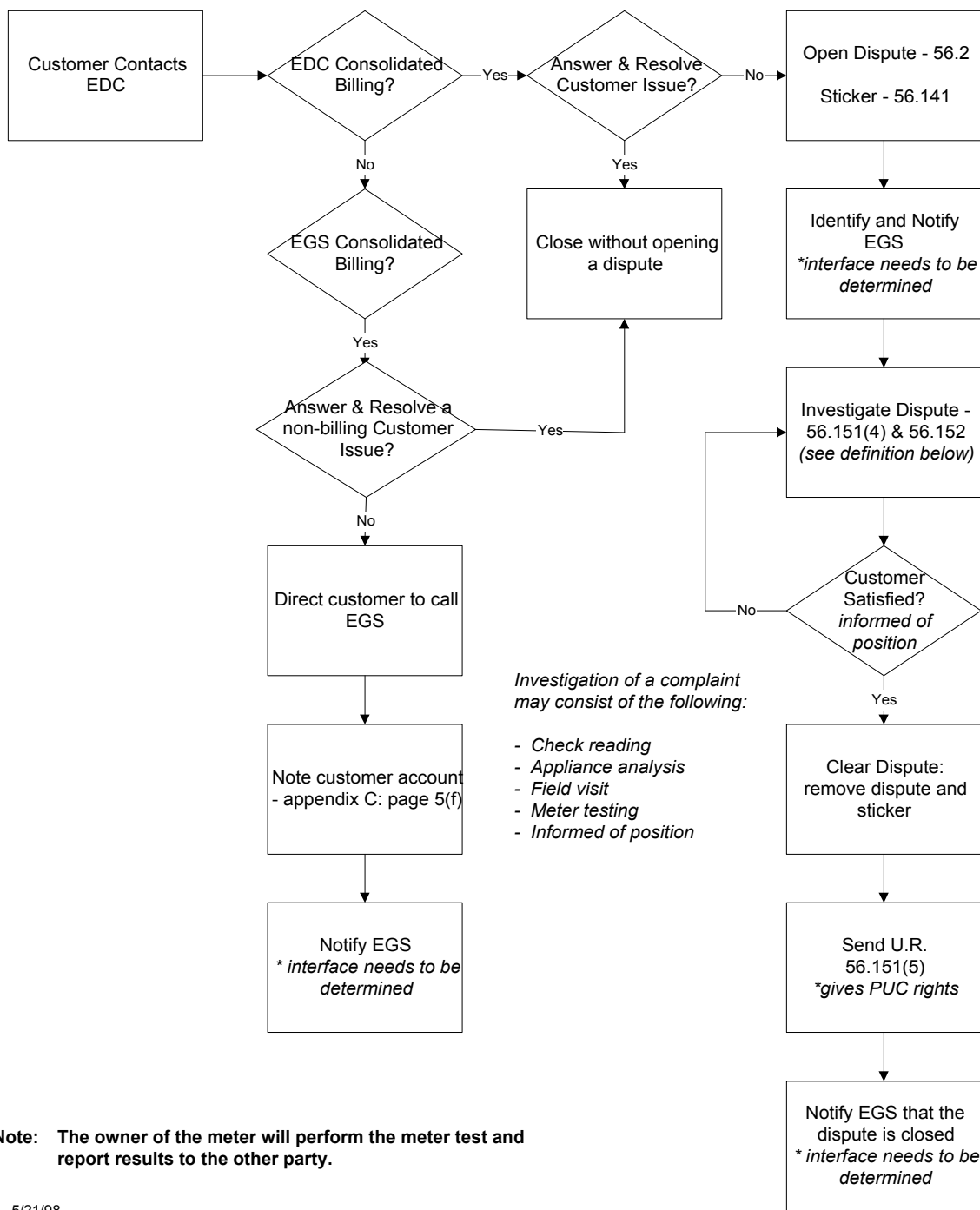
1. PECO Energy and the EGS will separately send their bills directly to the customer.
2. If PECO Energy is providing the metering services to the customer, PECO Energy will transmit Meter Data to the EGS. If the EGS is providing advanced metering services to the customer, the EGS will transmit the Meter Data to PECO.

Service Terms & Conditions

1. If PECO Energy does not receive payment for undisputed charges within 25-calendar days for residential customers or 20-calendar days for non-residential customers after the charges are communicated to the EGS, then PECO Energy may provide notice of breach to the EGS at any time thereafter, at PECO Energy's discretion. Upon notice of a breach the EGS shall have 20-calendar days to cure. If the EGS has not cured within 20-calendar days, PECO Energy may terminate consolidated EGS billing and take over billing functions for the customer. In no event shall these procedures result in a customer being sent two bills covering the same service.
2. If an EGS does not receive payment for undisputed charges within 25-calendar days for residential customers or 20-calendar days for non-residential customers after the charges are communicated to PECO Energy, then the EGS may provide notice of breach to PECO Energy at any time thereafter, at the EGS's discretion. Upon notice of a breach, PECO Energy shall have 20-calendar days to cure. If PECO Energy has not cured within 20-calendar days, PECO Energy will pay simple interest on the unpaid amount calculated at the lower of the (a) Interest Index, as defined in PECO Energy's Electric Generation Supplier Coordination Tariff, of (b) six (6) percent.

**EDC Consolidated Billing  
Customer Dispute Handling**

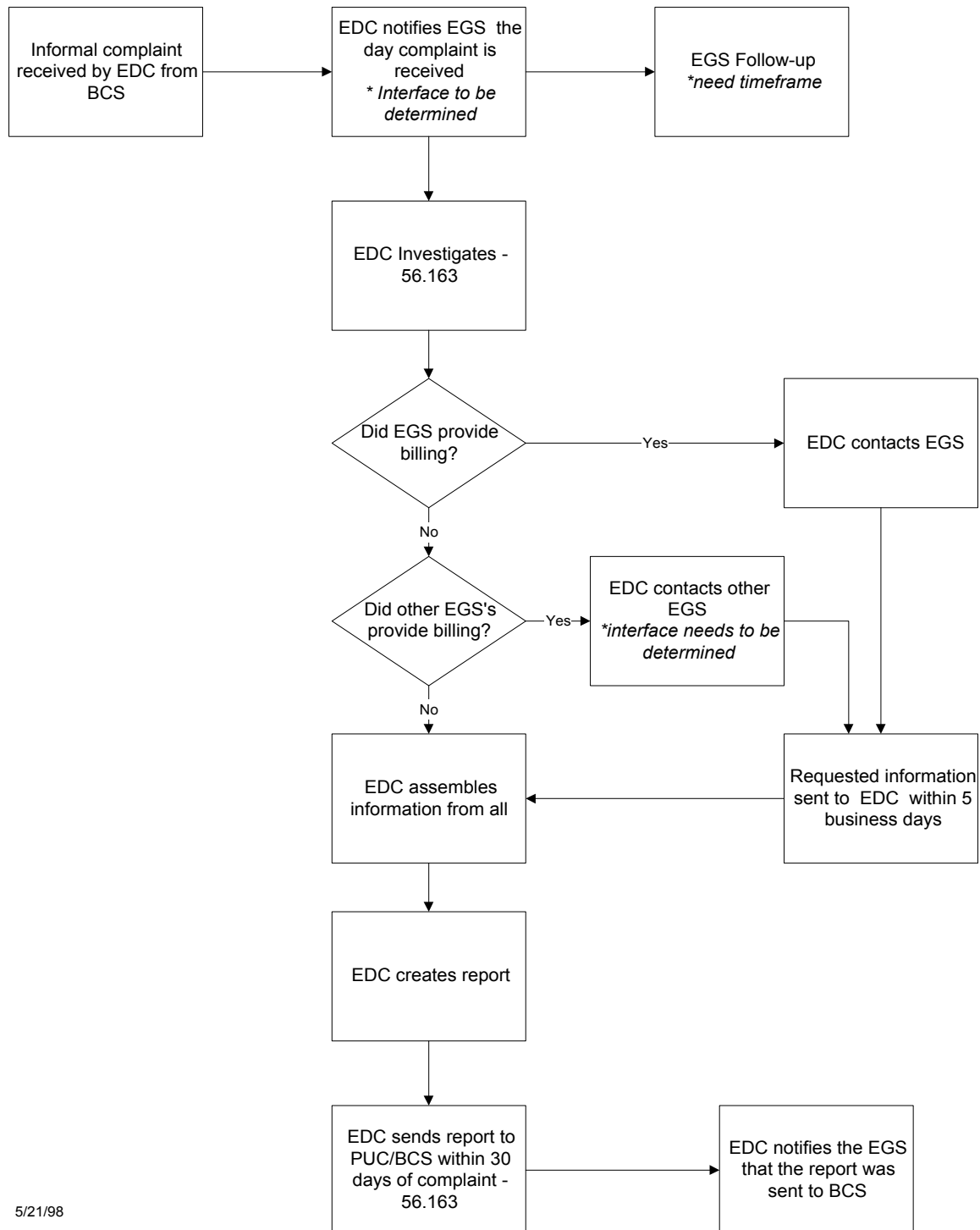
**Attachment A**



5/21/98

## Informal PUC Complaints To EDC

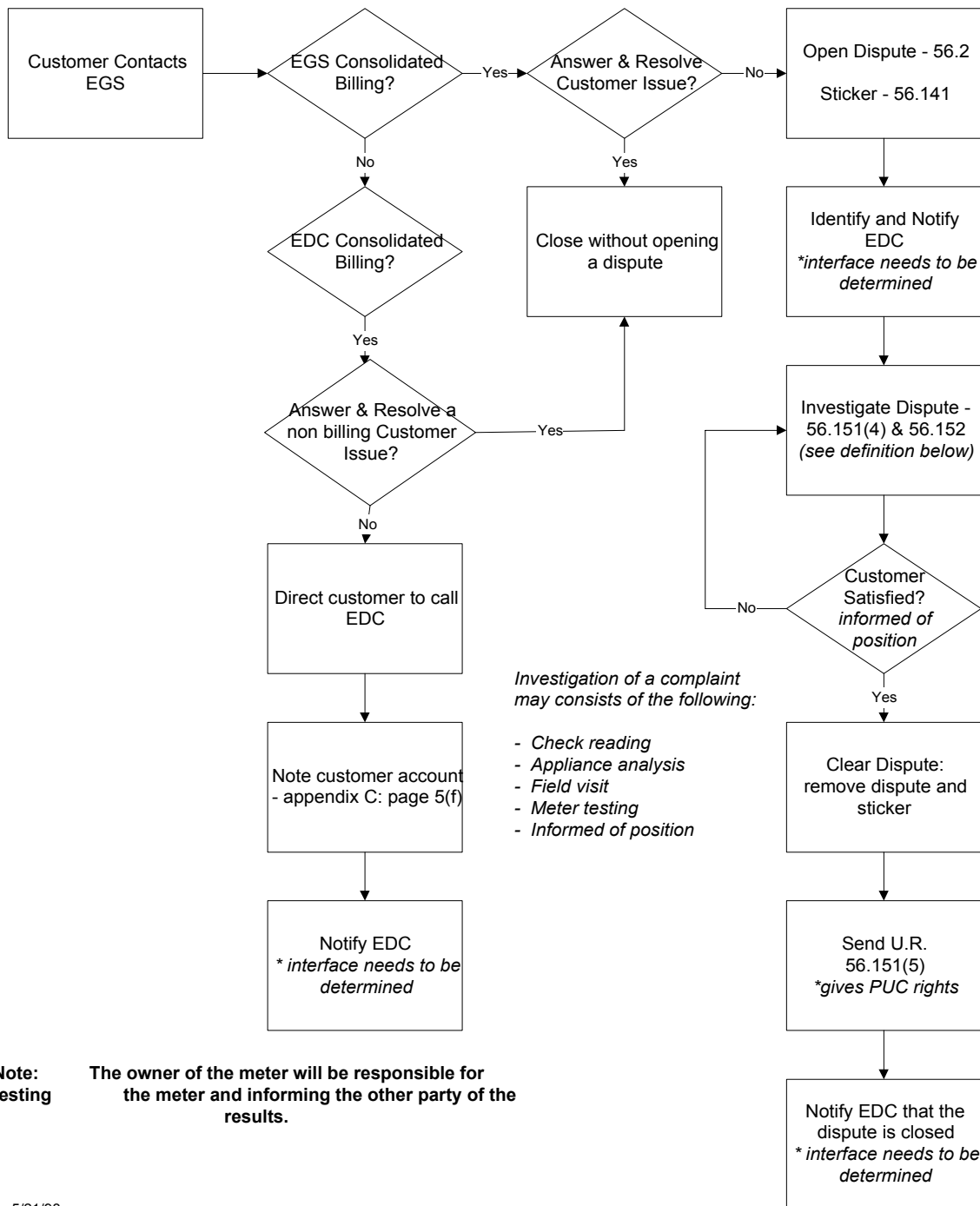
## Attachment B



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EGS Consolidated Billing  
Customer Dispute Handling

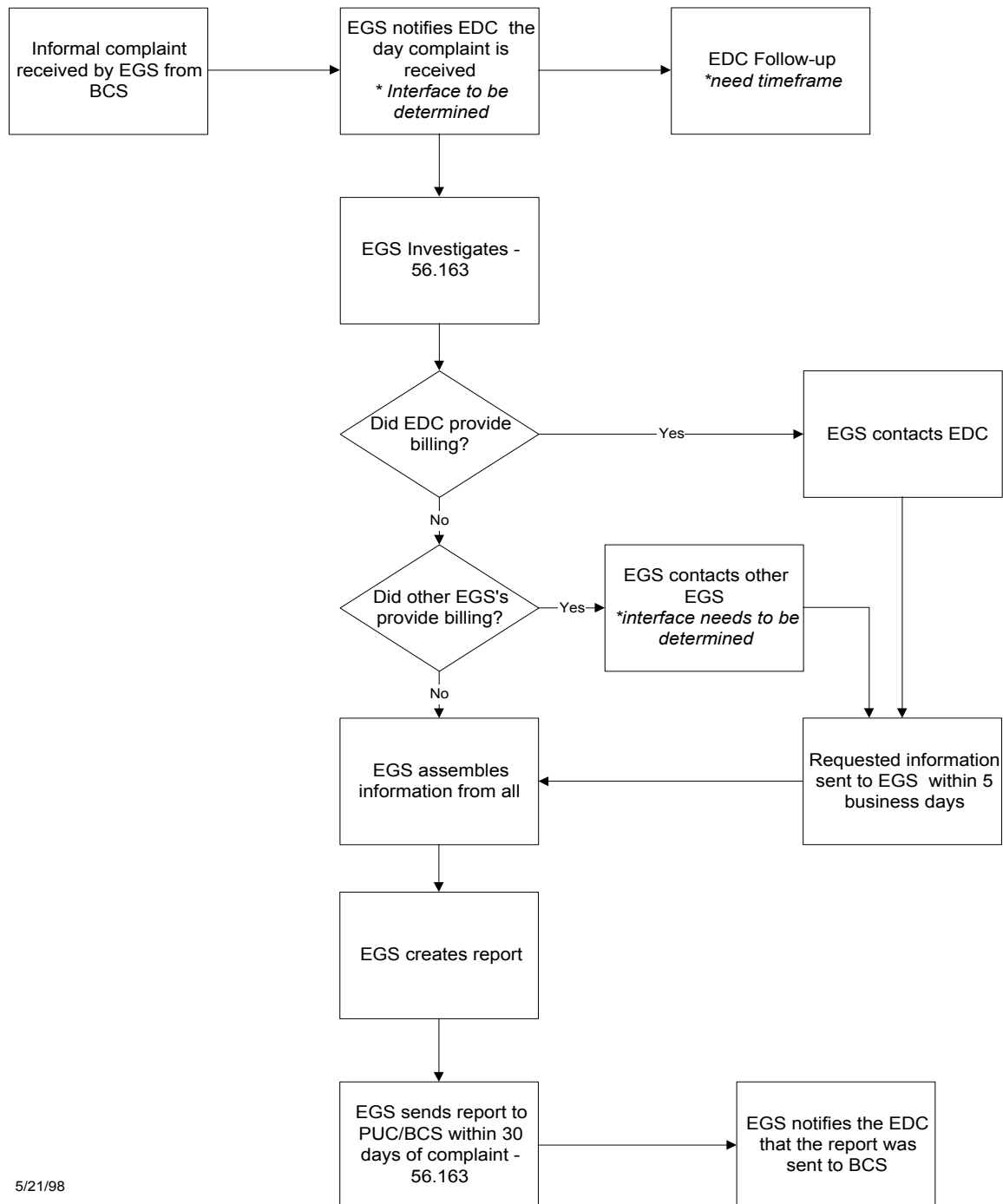
Attachment C



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## Informal PUC Complaints To EGS

## Attachment D



PECO Energy Company

Attachment E - Billing Specifications

Superseding Original Page No. 107

(C)

Billing Option	Standard data transfer on PECO Computer Days	Day 0	Day 1**	Day 2**	Day 3/4/5
I	EDC Consolidated Billing and EDC Reading Meter	- EDC reads meter	- PAC Accounts*** • EDC transmits available reading and usage data to EGS between 10:00 PM and 9:00 AM on Day 2	- EGS transmits billing data to EDC by 10:00 AM - CIS Accounts*** • EDC transmits remaining reading and usage data to EGS between 10:00 PM and 9:00 AM on Day 3 - EDC processes bills for accounts where EGS info is received by 10:00 AM*	- EGS transmits billing data to EDC by 10:00 AM - EDC processes bills for accounts where EGS info is received by 10:00 AM*
III	EGS Consolidated Billing and EDC Reading Meter	- EDC reads meter	- PAC Accounts*** • EDC transmits available reading, usage and billing data to EGS between 10:00 PM and 9:00 AM on Day 2	- CIS Accounts*** • EDC transmits remaining reading, usage and billing data to EGS between 10:00 PM and 9:00 AM on Day 3 - EGS processes bills for accounts where EDC info is received by 10:00 AM*	- EGS processes bills for accounts where EDC info is received by 10:00 AM*
V	Separate (Dual) Billing and EDC Reading Meter	- EDC reads meter	- PAC Accounts*** • EDC transmits available reading and usage data to EGS between 10:00 PM and 9:00 AM on Day 2 - EDC processes bills for accounts with Dual billing*	- CIS Accounts*** • EDC transmits remaining reading and usage data to EGS between 10:00 PM and 9:00 AM on Day 3 - EDC processes bills for accounts with Dual billing*	

All times are Eastern Standard Time. Billing Options II, IV and VI are EGS reads meter. The PUC rules and guidelines have not been developed.

\* Billing agent will mail bills the day after processing.

\*\* The reply period for transmitting billing data does not start until the reading/usage data has been transmitted.

\*\*\* PAC accounts contain 15 digits. CIS accounts contain 12 digits.